

PONDICHERRY UNIVERSITY

R.V. NAGAR, KALAPET, PUDUCHERRY

ENGAGEMENT OF SECURITY AGENCIES

INVITATION OF TENDER

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. Venkatraman Nagar, Kalapet, Puducherry 605 014. The tender forms can be downloaded from the University WebSite: www.pondiuni.edu.in. and submitted along with Demand Draft for an amount of Rs.2000/- + 4% S.T. 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, upto 06-01-2012. For further details please visit our Website.

Last date:

Submission of tender : 3 p.m. – 9th Jan 2012

Opening of technical bids : 3:30 p.m. 9th Jan 2012

REGISTRAR

PONDICHERRY UNIVERSITY, PUDUCHERRY

ENGAGEMENT OF SECURITY AGENCIES

TERMS AND CONDITIONS

1. Tenders in sealed covers duly superscribed as TENDER FOR OFFERING SECURITY SERVICE TO PONDICHERRY UNIVERSITY CAMPUS, COMMUNITY COLLEGE (LAWSPET) and KARAIKAL CENTRE, should be sent to the Officer on Special Duty, Pondicherry University, Administrative Building, R.V.Nagar, Kalapet, Pondicherry-605 014, so as to reach him by 15.00 hrs on or before 09th Jan 2012.

The tenders will be opened at 15.30 hrs on 09-01-2012 in the presence of available tenderers, if any, in the Office of the Registrar/Finance Officer

The tenders should be submitted in three sealed envelopes (all put together in a single envelope) containing the following:

- (i) EMD for Rs. 50,000/-
 - (ii) Full details about the agency particularly the following:
 - a) Experience in Government/Public Sector Organisations
 - b) Experience with large/reputed private organisations.
 - c) Presently available manpower strength
 - d) Training facilities
 - e) Clients list along with number of guards engaged with each client
 - f) Contact address and phone numbers of clients
 - g) Turnover during last 5 years
 - h) Official address in Puducherry, if any
 - i) Labour Licence, registration with EPFO/ESIC along with documentary proof, etc.,
 - j) Income-tax Certificate along with audited Balance Sheet for the last five years
 - (iii) Price bid may be quoted, taking into account the Minimum Wages Act of Govt. of India/ U.T . of Puducherry, whichever is higher.
 - (iv) The rates must be quoted for 8 hours duty per day-category wise-per manpower. The rates should be worked out after taking into account all the expenses involved including provisions of one four wheeler, four two wheelers and mobile phones for communication for round the clock patrolling, service charges of the agency, EPF/ESI charges etc.,
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2. The intending tenderers should enclose a demand draft for an amount of Rs.50,000/-(Rupees Fifty thousand only), drawn in favour of the FINANCE OFFICER, PONDICHERRY UNIVERSITY, payable at PUDUCHERRY towards Earnest Money Deposit along with the application form at 15.00 hrs on or before 9th Jan 2012.
3. The EMD of the unsuccessful Tenders, will be refunded immediately after the selection of the agency by the duly constituted Selection Committee.
4. Tenders unaccompanied with the DD towards EMD and/or cost of tender forms, (if downloaded from website) will be summarily rejected.
5. Before submitting the tender, you are advised to visit the Pondicherry University campus in order to have an idea of the actual requirements of the Security Staff (Including Supervisory ranks).
6. The successful Tenderers should be ready to provide Rs.20,00,000/- (Rupees Twenty lakhs only), as a BANK GUARANTEE valid for 18 months from the date of work order in favour of THE FINANCE OFFICER, PONDICHERRY UNIVERSITY, PUDUCHERRY towards security deposit. The successful Tenderers will have to enter into an agreement with the Pondicherry University. (Draft broad agreement is enclosed).
7. All detailed TERMS AND CONDITIONS in connection with the security shall be carefully read before submission of tender.
8. The University reserves the right to accept or reject any or all of the tenders without assigning any reasons, thereof.
9. In case of any dispute, the decision of the Registrar, Pondicherry University will be final.

**OFFICER ON SPECIAL DUTY
(VIGILANCE AND SECURITY)**

This agreement made and executed at Pondicherry on this the 1st day of February 2012 between Pondicherry University (a Central University established by the Pondicherry University Act 1985) hereinafter referred to as the 'University' represented by its Registrar (which shall include his successors in office) of the one part and representatives andhereinafter referred to as the 'Contractor' represented by its _____ which shall also include its management and employees of the other part.

Whereas the University located at R. Venkataraman Nagar, Kalapet, Pondicherry 605 014, requires engaging of Security services to protect all its properties and employees in its campus including the official residence of the Vice-Chancellor.

Whereas the contractor offered and agreed to provide such security services (Including watch & ward, Vigilance, personnel Security Guards & other related responsibilities) to the University.

And whereas the said parties hereto had thus specifically agreed for such purpose on terms and conditions as follows.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:-

1. This agreement shall be in force and operation between the two parties for a period ofmonths effective from 01st February 2012 to..... **The agreement will be subject to review of performance at the end of every three months** and the continuance of the contract will be decided accordingly.

2. The contractor shall be responsible for the due protection of the University Campus (Including vice-chancellor's residence, buildings, trees & plants, laboratories, library, hostels, quarters etc., land, structures, goods, Materials, papers of various divisions and all other properties of University from Theft, pilferage, unauthorised entry or activities or any kind of damage or loss in any manner by any one at any time.

3 (i) The Contractor shall always ensure that all its security personnel for said security purpose shall be physically & mentally fit and shall be in age group preferably between 25 & 45 years of age and be able to speak and understand English and Hindi or Tamil. 25% of the total strength shall be Ex-Servicemen/Para-Military in the age group of 50 to 55 yrs and the remaining may be civilian Personnel well trained for their duties. They shall be engaged only after verification and certification of antecedent & character by Police 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.

(ii) All such Security Personnel deployed for said purpose shall be trained and capable enough to handle fire fighting equipment as also good presence of mind to tackle any circumstances /situation that may affect Security & 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 & devotion to duties and obedience.

(iii) The contractor shall provide Security personnel for Security Service to the University (with specified minimum Qualifications and numbers in each category every day) as follows:

SL NO.	RANK	NO. OF POST	QUALIFICATIONS
1	SECURITY OFFICER	01	EX-SERVICEMEN
2.	ASSISTANT SECURITY OFFICER : Should have been at least NCO in the rank of Havildar in army or equivalent in other services	09 *	EX-SERVICEMEN
3.	SECURITY GUARDS : EX/SM and Civilian. 25% of them shall be Ex-Servicemen	156 *	Should have studied up to X –STD or SSLC or Matriculation plus minimum height of 5’ 6”and well built should have been fully trained in security duties.

***Note:** The number may vary from time to time depending on requirements.

(iv) The contractor shall always ensure all required facilities (including conveyance) for Supervisory Officers (Security Officer) to ensure Security in the Campus round the Clock by turns (on all working days and Holidays). The contractor shall ensure effective Supervision of Security Guards manning respective duty Places & Posts in such a manner to restrict unauthorised entry of persons/cattle and to prevent taking out of any Property or Papers or Materials etc of University from the Campus without proper authorisation. They should prevent unauthorised entry of person and encroachment by patrolling of surrounding area. The contractor staff shall carry out such other

legitimate duties as are entrusted to them from time to time. The contractor staff 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 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 register and records must be sent to OSD (V&S) for endorsement every day. **The contractor shall provide mobile phones for communication, and four motor bikes, two wheelers for Security Officer and Assistant Security Officers for patrolling the campus and one Jeep/car for patrolling and for other requirements. Supervision Officers (ASOs/SO) must make rounds of the campus almost on continuous basis with minimum of one round per hour using vehicles (Jeep/car and motor bikes).** Security personnel must do regular patrolling particularly during the night. During vacation additional patrolling will have to be ensured, particularly around the quarters, hostels and department buildings to avoid pilferages/thefts and keep four two wheelers and one four wheeler should be in good condition available for use by security staff on duty round the clock. **Security Guards shall be on duty at allotted places throughout by rotation subject to the provision that each person shall not work for more than eight hours and same person shall not normally man the same post and place for more than one week except in special cases.** The Guards shall not leave their duty place of duties unless & until relieved by the substitute security personnel. They should not leave their duty posts without proper reliever, during duty hours on

excuses like taking food/refreshments etc. All vehicles and persons IN and OUT of campus shall be fully checked by the security personnel. No person/stranger without proper authorisation & Identity shall be

allowed inside the Campus. The contractor shall provide mobile phone to all security staff on duty at all guard posts with closed user group (CUG) connection and torch-lights at all points during night time.

(v) All the said Security Personnel shall always be in respective authorised Uniform & Liveries (i.e. Pant, shirt with half sleeves in distinctive colour (which are not objectionable to the Police Department and defence services) socks, shoes, belt with monogram, caps, lanyard with whistle, shoulder patty and badge-name plate) Torch, Raincoat and lathy etc and the contractor shall alone bear all costs & expenses for supply of the Uniform items to them and for proper maintenance of the said Uniform & Liveries by its personnel in clean & neat conditions. Locations for posting Guards and patrolling duty as also all other daily functions & activities of Security service shall be mutually discussed and finalised by the Officer on Special Duty (Vigilance and Security) of the University or any other concerned Officer of the University. The decisions of the University in the said matters shall be final.

(vi) The Contractor shall ensure that a Daily Report containing (Name & Post of its personnel in Campus, timing of their joining & relieving duties, persons & material entering into and leaving from the University as also all other details specified by University) is sent to OSD (V&S) or any other Officer authorised by the University. Register at appropriate place as per University norms shall be maintained. A report of compliance of happenings in the campus shall be submitted to the Registrar under intimation to OSD (V&S).

(vii) The contractor shall provide Bio-data of the security staff posted in the premises of University Campus, Community College & Karaikal Centre (and also when there is any change in security guards) as per the prescribed Performa (copy

enclosed). The complete bio-data and documents of the security guards and Ex-servicemen shall be submitted on or before 10th Feb 2011.

(viii) The contractor shall furnish a certificate stating that the security guards are trained and none of the security guards was discharged from any service on the ground of criminal charges, theft and unreliability. The contractor shall deploy the full complement of the personnel all the time and shall maintain a list of the reserves to provide the replacement and supplement the strength. The security guards should be provided for 24 hours. No guard shall be deployed on double duty during consecutive duty timings. The security guards shall be available all time at the place of their duties as per duty roster and they shall not leave their place of duty. The contractor staff shall be responsible to provide immediate replacement to take place of any Security Guards who is not available on duty at the place of posting and such other additional staff as may be required for additional areas for which prior information will be given. Frequent changes in the manpower deployed will not be allowed, the changes will be allowed only with specific approval. No drunken employee shall be deployed on duty. The University shall have the right to ask for the removal of any person of the contractor who is not considered to be orderly in discharge of his duties. The contractor shall not engage any sub – contractor or transfer the contract to any other person.

(ix) The staff appointed by the contractor for providing security services shall act as per orders of the officer authorized by university. They shall obey the Security orders, issued by the University authorities from time to time. In case of any sort of lapse, misbehavior and misconduct of any person so appointed, the responsibility shall be upon the Agency. In case of any loss / theft of University property, the OSD (V&S) or any other officer authorized by Registrar will consider the circumstances leading to the loss / theft and on responsibility being fixed upon the Agency, the agency will make good the loss within a specified period or else deduction of the cost will be made from the following month's bill. For specific lapses not

Indicated in Para 12, the University will decide the amount depending on the gravity of the lapses. The University reserves the right to make prorata deductions from the bill as determined by the University

(a) For any deficiency in service, and

(Or)

(b) If jobs assigned are not properly executed and completed as per the requirement of the University.

(x) The duty personnel shall note down any message that needs to be passed on to any official, duly in the message register and action taken shall be passed on to next shift guard at the time of shift change over. Guards should know the important telephone Nos. of official and police, fire brigade etc.

(xi) The contractor shall arrange immediate replacement of any ill/sick Security Personnel or those whose conduct & behaviour are not satisfactory without any additional cost to University in order to ensure 100% Security all 24 hours of day on all days during the period of the service. The Contractor shall also ensure & arrange availability of any additional Personnel or to reduce strength of Security personnel as required by University at additional or deductible cost on same rates within (3) three days of Notice of Demand by the University.

(xii) The Contractor shall follow all safety Rules and Regulations as required by the University from time to time. The contractor shall ensure maintenance of strict discipline by all its personnel. The Contractor shall attend monthly or other periodical meetings to be convened by University to review performances or suggest improvement of Security aspects in the Campus. All Security Personnel shall have cordial relations with local police in order to maintain law and order as also discipline in University Campus.

The Contractor shall arrange to take an Insurance Policy to indemnify any loss or damage that he may have to pay to any personnel or to any one in the event of any negligence on part of said Security personnel.

If it is found that any property is lost/ damages due to the negligence or connivance of the security staff, the same shall be made good from the security agency's bill.

4. The Contractor shall submit monthly salary claim Bill showing complete details of personnel on duty during preceding month on or before 3rd of the following month. The University shall pay them every month within seven days thereof on rates of Rs. per month for Security Officer (General Shift), Rs..... per month for Assistant Security Officer (8 hrs duty), Rs.per month for Ex-servicemen (8 hrs duty) & Rs. per month for Civilian Security Guard (8 hrs duty) with service tax 10.3%. The University reserves the right to make appropriate pro rata deduction from the bill for any deficiency in the security service as determined by the University and where jobs assigned are not properly executed or completed as per the requirements of the University.

5. The Contractor shall disburse the said sums to its respective security personnel on or before 10th of every month. The Contractor shall (alone) be responsible to pay & grant all wages, Salaries, Allowances etc., including weekly Off, leave salary Compensations etc., (for any injury or loss during course of employment) for all Security personnel in University and to make all statutory deductions without any delay or defaults. The Contractor is to provide a copy of payment acquaintance roll within two days after the payments is made and shall submit periodical Statements of Accounts & Reports of its compliance with all applicable laws on or before 15th of every month. The contractor shall be fully responsible for payment of wages and other dues, and compliance of all labour laws applicable to them.

6. The University may provide accommodation and its discretion on **rental basis** in any Building in the University Campus for use of Contractor & its Personnel for all purposes of Contract including maintenance & custody of all Forms, Records etc., of daily events, activities & particulars of Service as per this contract. The registers and records so maintained by the Contractor shall always be available for Inspection by OSD (V&S) and concerned employees of University at all working-hours & days. All said Papers and also said premises for accommodation given for such use are to be returned to University in event of termination of contract.

7. The Contractor (security agency) or any of its Representatives or Employees shall not disclose or divulge contents of records or security aspects of the University to any third party without a written consent of the University. In the event of unauthorised disclosures, the University shall have the right to terminate the contract forthwith & without prejudice to its rights for all legal or administrative actions against Contractor or its Personnel

8. There shall not be any Master-Servant or Employer - Employee relationship or any legal or contractual relationship between the University & Security Personnel of the Contractor for any purpose including any claim, disputes, rights & duties as between Contractor & its personnel. The University will not be responsible or liable to pay any sum or do any act or obligations under law (like PF/CPF/ESI, Gratuity, Leave Salary, Bonus or any statutory deductions etc.,) to the said personnel of contractor and the contractor alone shall be responsible & liable for all of them in all respects. The Security Guards whose services are provided by the contractor shall at all times and for all purpose be regarded as employees of the contractor which shall also be responsible for necessary service benefits due to the Security Guards as per rules / Laws applicable in such cases.

The contractor shall make the payments to their Guards & Supervisors as per Minimum Wages Act ,in the premises of the University campus, and the necessary certificates in this regard will be submitted by the Agency every month. The contractor shall submit the proof of deposit of PF, ESI and other deduction every month along with the bill regularly otherwise amount will be deducted from the next month bill.

9. 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 service or any part thereof to any other person/s.

10. In the event of any losses or damages to any Properties or Effects of University by theft, Pilferage, unauthorised entry of outsiders, strangers and cattle & activities by acts or omissions of said security personnel, Contractor shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by University. The liability of Contractor shall be ascertained & fixed by a Committee comprising of Deputy Registrar (Admn.) as Chairman, Asst. Registrar (P&S) as member, one nominee of the Contractor as Member and Officer on Special Duty (V&S) as Member Secretary or any other Officer of the University specifically assigned for this purpose and the report of the committee shall be binding, final & conclusive between Parties hereto notwithstanding rights of University to pursue any other Civil, Criminal or Police Action in the matter.

11. For & towards this Contract, Contractor had tendered & submitted an irrevocable and unconditional Bank Guarantee for Rs.20,00,000 (Rupees Twenty Lakhs only)

in favour of Pondicherry University as Security Deposit for due compliance of Contract obligations to the satisfaction of University and to make good any loss or damage caused to 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.

12. In additions to the provisions contained in para 10 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.

<u>Lapses</u>	<u>Maximum limit of Penalty (per occasion / per day)</u>
Cattle entry	Rs.2000/-
Absence / Non-functioning of Cell phone	Rs.500/- (per piece)
Absence of Patrolling vehicle (Four/two wheeler) per day	Rs.500/-(per vehicle)
Keeping Main gates open from 10 pm to 6 am	Rs.5000/-
Unauthorised entry of Vehicles / outsiders	Rs.500/- per entry
Guards found sleeping on duty/ other kinds of negligence of duty	Rs.1000/- per guard
Non-manning of duty posts (absence of guards / ASO)	Rs.1000/-(per guard/ASO)
Misusing of official telephone or Computer	Rs.1000/-(in addition to 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.

13. The Contract may be terminated by the Contractor by a Written Notice of Three (3) months and can be terminated by the University at any time with one month notice without assigning any reason or with immediate effect in the event of any default/deficiency of service and fault / misconduct on the part of the security service and such other lapses as determined by the University and the University shall be entitled to the sum deposited in the Bank as Security Deposit in terms of and as warranted under para11 of this agreement without prejudice to any other legal actions being taken against the Contractor by the University.

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

15. The commencement of the contract will be subject to review of performance at the end of six months and will be decided accordingly. The University reserves the right to accept or reject the contract without assigning any reasons thereof. In case of any dispute, the decision of the Registrar, Pondicherry University will be final.

16. In case of any dispute arising out of & during course of time & performance of this contract, it shall be settled in Courts having Jurisdiction over Pondicherry alone.

In witness whereof, the parties hereto have signed this agreement on date first above written.

SIGNATURE OF THE CONTRACTOR

**SIGNATURE OF THE REGISTRAR
PONDICHERRY UNIVERSITY**

Witness

Witness

1)

1)

2)

2)