

**TENDER NOTICE FOR OUTSOURCING OF SECURITY SERVICES  
TO CENTRAL UNIVERSITY OF TAMIL NADU, THIRUVARUR**

**Tender No. 05/2019-20**

**Date of Issue: 18.07.2019**

**Date of closing: 07.08.2019**



**Central University of Tamil Nadu**

Neelakudi Campus  
Kangalanchery-Post  
Thiruvārur-610 005



# तमिलनाडु केन्द्रीय विश्वविद्यालय

(संसद द्वारा पारित अधिनियम 2009 के अंतर्गत स्थापित)

CENTRAL UNIVERSITY OF TAMIL NADU

(Established by an Act of Parliament, 2009)

नीलक्कुडी परिसर/Neelakudi Campus, तिरुवारूर/Thiruvavarur- 610 005

☎:04366-277359 / email: purchase@cutn.ac.in

## **NOTICE INVITING TENDER FOR OUTSOURCING OF SECURITY SERVICES TO CENTRAL UNIVERSITY OF TAMIL NADU, THIRUVARUR**

### **Tender No. 05/20-19 dated 18.07.2019**

Tenders in sealed cover are invited under **TWO-BID** system from reputed, experienced and financially sound Security Services Agencies for providing Security Services on outsource basis to Central University of Tamil Nadu, Thiruvavarur, which comes under **Class C** type city. The Agencies/ Firms should have valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Goods and Service Tax Registration (GST) and PAN Card, and having similar line of services for not less than **3 years**. The service providers should have local Offices in the State of Tamil Nadu and Pondicherry to ensure satisfactory fulfilment of contractual obligations. The Security Services requirement will be provided as detailed below:

Sl. No.	Category	Approx. Nos.	Period of engagement	Wages / Emoluments
1.	Security Services	40(Male& Female)	One year	It should be fixed as per GOI / University Norms

Note: subject to variation on to the discretion of the University

The Agency has to appoint a Security supervisor to act as one point contact to manage Security and coordinate with University.

The Service Provider Agencies / Firms having good track record, Security Services capacity and relevant experience are eligible to apply.

### **Pre-bid Conference:**

A pre-bid conference will be held on **25.07.2019 @ 11.30 AM**. All prospective bidders/tenderers are requested to attend the pre-bid conference. In order to facilitate CUTN for proper conduct of the pre-bid conference, all prospective bidders/tenderers are requested to submit their queries with envelope bearing the tender number and date on top and marked "**Queries for Pre-Bid Conference**" so as to reach CUTN well before the date for Pre-bid Conference or by email to [purchase@cutn.ac.in](mailto:purchase@cutn.ac.in) with subject "**Queries for pre-bid Conference**". CUTN will answer the queries during the pre-bid conference, which would become a part of the proceedings of the conference. All the participating bidders/tenderers shall sign the proceedings. These proceedings will become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders/tenderers. These proceedings will also be published in CUTN website for the benefit of all the prospective bidders/tenderers. Before submitting the bids, all prospective bidders/tenderers are advised to go through the CUTN website after the pre-bid conference, in order to enable/make cognizance of the changes made in the bidding document.

The interested agencies are required to submit the Technical Bid (Annexure-I) (qualifying bid) and Commercial Bid (Annexure-II) separate Cover duly superscripted as "**Technical Bid**" and "**Commercial Bid**" respectively and both the sealed cover should be placed in a third sealed cover superscribed as "**Tender for Outsourcing of Security Services to CENTRAL UNIVERSITY OF TAMIL NADU, THIRUVARUR**" and must be

addressed to The Registrar, Central University of Tamil Nadu, Neelakudi, Thiruvarur 610 005.

The sealed quotations should reach the University, latest by **07.08.2019 by 15:00 hours** and it will be opened on same day at **16:00 hours** in the Room No.F1-02, Pro VC Hall, Administrative Block, CUTN in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time. In case due date happens to be holiday the tender will be accepted and opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website [www.cutn.ac.in](http://www.cutn.ac.in). The bid security (EMD) of **Rs. 1,96,000/- (Rupees One Lakhs Ninety Six thousand only)** should be paid by Demand Draft in favour of “**Central University of Tamil Nadu**”, payable at “**Thiruvarur**”. The Tender Enquiry Documents are not transferable. Tender submitted without EMD will be summarily rejected.

The outsourcing of Security Services is purely on Temporary basis and the University reserves the right to outsource (or) not to outsource the positions advertised. The minimum rate of wages should be fixed based on the order from the office of the Chief labour commissioner, Ministry of Labour & Employment, GOI and amendments from time to time.

Any future clarification and/or corrigendum(s) will be communicated through the website of [www.cutn.ac.in](http://www.cutn.ac.in).

**Registrar**

**(Documents related to Eligibility Criteria)  
PROFORMA FOR TECHNICAL BID**

(In separate sealed cover-I super scribed as "Technical Bid")

S. No	Description							Page . No
1.	Name & Address of the Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office in Tamil Nadu and Pondicherry or any other nearby city/Town.							
2.	Date of establishment of the agency							
3.	Experience in the work of providing Security Services Services with Govt. Department. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 5 years along with a certificate from the organisation where the job was carried out (In following format).							
	Sl. No	Name of the Organisation with complete address & telephone no, to whom services provided	From	To	Details of work done/ Experience	Total contract Amount (in Rs.)	Reason for Termination	
4.	PAN Number ( copy to be enclosed)							
5.	Labour Registration Certificate of the agency/Firm from the appropriate authority (copy to be enclosed)							
6.	Goods and Service Tax Registration Number (GST) (copy to be enclosed)							
7.	EPF Registration Number (copy to be enclosed)							
8.	ESI Registration Number (copy to be enclosed)							
9.	PSRA Registration Number (Copy to be enclosed)							
10.	Annual Turnover (Rs. In Lakh) 2016 – 17 2017 – 18 2018– 19 Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.							

11.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.		
12.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificates to be attached in this regard.)		
13.	Details of the DD of <b>Rs.1,96,000/-</b> towards bid security (EMD). DD No. Date: Drawn on:		

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Encl.:**

1. DD No. \_\_\_\_\_
2. \_\_\_\_\_
2. Terms & Conditions (each page must be signed and sealed)
3. Technical Bid
4. Commercial Bid.

Place:.....

Date:.....

**(Signature of Tenderer with seal)**

Name:

Address

Phone No (O):

Fax No. (O):

E-mail:

**COMMERCIAL BID**

**The rates quoted in the tender will be** valid for a period of one year from the date of accepting the rates. However, the minimum wages as revised by the Ministry of Labour & Employment, GOI from time to time would be payable. The agency shall have to supply manpower depending upon the requirements of the University from time to time.

**WAGES STRUCTURE:** will be as per the manpower deployed and according to the minimum wages act on monthly basis

**STATUTORY PAYMENTS:** (ESI, EPF, Service Tax etc.): As per GOI norms

<b>Description</b>	<b>Rate of Services/ Agency Charges in Percentage (%) ( upto two decimal point) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time as per GOI norms</b>
Providing manpower of various categories based on the requirement of tender documents on the monthly remuneration fixed by CUTN	

**Note: The agency shall have to supply manpower services depending upon the requirement of the University from time to time**

Signature of the Tenderer  
Name & Address of the Tenderer with Office Stamp  
Date:  
Place

**(To be made on Rs 100.00 Non Judicial Stamp Paper)**  
**DRAFT AGREEMENT FORMAT**

This agreement is made at Thiruvavarur on the \_\_\_\_\_ day of \_\_\_\_\_ (month & year) between Central University of Tamil Nadu, Thiruvavarur, through **The Registrar , CUTN, THIRUVARUR – 610 005**(*hereinafter* called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

**Second Part**

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_

(*Herein after* called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Security Services for Central University of Tamil Nadu, Thiruvavarur on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, EPF, ESI, etc., relating to personnel deployed in Central University of Tamil Nadu, Thiruvavarur. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at Central University of Tamil Nadu, Thiruvavarur. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to:
  - a. revoke the contract; and / or
  - b. Impose penalty up to 10% of the Total Annual Value of contract
6. **Security Deposit of Rs.10 Lakhs (refundable without interest after two months of termination of contract) in the form of Demand Draft or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.**
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at Central University of Tamil Nadu, Thiruvavarur.
8. The personnel provided by the Agency shall not claim to become the employees of Central University of Tamil Nadu, Thiruvavarur and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment at Central University of Tamil Nadu, Thiruvavarur.
9. There would be no increase in rates payable to the Agency during the contract period.
10. The Agency also agrees to comply with Terms and Conditions contained in Annexure-III appended to this Agreement and amendments thereto from time to time.
11. Decision of The Vice Chancellor, CUTN in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

13. In case of any dispute between the Agency and Client, The decision of the Vice Chancellor shall be final dispute if any arises shall be entertained by the Local court at Thiruvarur

**THIS AGREEMENT** will take effect from \_\_\_\_\_ day of \_\_\_\_\_ (month & year) and shall be valid for one year. The same can be renewed for further period on mutual consent

**IN WITNESS WHEREOF** both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Thiruvarur in the presence of the witness

<p>For and on behalf of the <b>'Agency'</b></p> <p>Signature of the authorized Official _____</p> <p>Name of the Official _____</p> <p>Stamp / Seal of the <b>'Agency'</b></p> <p>SIGNED, SEALED AND DELIVERED          By the said _____          _____ (Name)          _____ on behalf of the  <b>'Agency'</b> in presence of</p> <p>Witness _____          Name _____          Address _____          _____          _____</p>	<p>For and on behalf of the <b>'CUTN'</b></p> <p>Signature of the authorized Official _____</p> <p>Name of the Official _____</p> <p>By the said _____          _____ (Name)          _____ on behalf of the <b>'CUTN'</b> in presence of</p> <p>Witness _____          Name _____          Address _____          _____          _____</p>
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**TERMS & CONDITIONS OF CONTRACT**

(Annexure to Agreement)

**A. Scope of Work:**

The Agency shall provide Security Services at Central University of Tamil Nadu, Thiruvavur by deploying adequately trained and well-disciplined personnel of the following categories.

Sl. No.	Description	Scope of work
1	Security Supervisor & Security Guards(Men & women	Secures premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry, No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract for in-out movement of stores. The specimen signatures and telephone numbers of The above stated officers will be available with the Security personnel.It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsider or by any cattle. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities

**Note: The agencies shall have to supply Security Services depending upon the requirements of the Institute from time to time.**

The Agency shall ensure that the engaged Security Services, as per the description, not only performs within its requisite scope of work and but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed personnel.

Their deployment may be in shift at any of the campus of Central University of Tamil Nadu, Thiruvavur. The Agency will provide (Identity Cards) to all deployed personnel. The Agency will also ensure that engaged Security Services should maintain vigilance and remain alert on respective official performances. The requirement of Security Services in above defined categories or in additional categories may increase or decrease during the initial period of contract also. The engaged Security Services shall maintain strict confidentiality about the office matters of CUTN.

**B. Eligibility Criteria:**

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required valid licenses, registration document etc. as per the law and should remark valid till completion of the period cultrate.
2. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
3. The bidder should have their office in Chennai/ Trichy /Thanjavur/ Kumbakonam /Pondicherry or any other new places. An office should be opened in Thiruvavur within 30 days of the award of work.
4. There should be no criminal case pending in court of law against the Proprietor / Firm / Partner or the Company (Agency).
5. Valid Licence issued by Regional Labour Commissioner, Govt. of India
6. Following documents attached along with the Technical Bid, should be self- attested by the bidder:
  - Copies of Labour Legislations
  - Copy of PAN, Labour Licence, Goods Service Tax Registration.
  - ESI,EPF registrations

- Annual Turnover, Financial statement for 2016-17, 2017-18 & 2018-2019.
  - PSRA Registration Certificate
7. Annual Turnover for the last Three financial year of the Contractor should be duly certified by the Chartered Accountant and it should not be less than **Rs.30 Lakhs**.

### **C. Information and Conditions relating to Submission of Bids**

1. The initial period of contract shall be for **12 months** that may be extended by **two / one year, one year** at a time depending on performance of the Agency and the satisfaction at discretion of The Vice-Chancellor, Central University of Tamil Nadu, Thiruvavur.
2. The interested agencies are required to submit the Technical and Commercial Bids separately in the format enclosed. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Commercial Bid**" should be placed in a third sealed cover super scribed "**Tender for Outsourcing of Security Services**" should reach **Registrar** ,CUTN,Neelakudi,Thiruvavur-610005before **15:00hrs** on or before **31.07.2019**. The Technical bids shall be opened on the same day at **16:00hrs** at CUTN, THIRUVAVUR in presence of the bidders or their authorized representatives who chooses to remain present.
3. All the pages of the tender document should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
4. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Commercial Bid Form. In such cases, the tender shall be summarily rejected. However, the corrections, if any, in the Technical Bid application must be signed by the person authorized to sign the tender bids.
5. The bidder shall pay Bid Security Earnest Money Deposit (EMD) of **Rs.1,96,000.00** (Rupees One Lakhs Ninty Six Thousand only) along with the Technical Bid by Demand Draft in favour of "Central University of Tamil Nadu" drawn on any Nationalized Bank / Scheduled Bank and payable at Thiruvavur. Bids received without (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. Firms who are registered with National Small Industries Corporation (NSIC) or Small Scale Industries (SSI) or Micro, Small & Medium Enterprises(MSME) are exempted from submitting the EMD. The firm have to submit valid NSIC/SSI/MSME Certificate for exemption of EMD.
6. **Security Deposit of Rs.10 Lakhs (refundable without interest after two months of termination of contract) in the form of Demand Draft or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.**
7. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the Agreement.
8. The bid shall be valid and open for acceptance of the competent authority for a period of **120 days** from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
9. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

10. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the **lowest Service Charge %**, after complying with all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same **Service Charge %**, the Vice Chancellor, Central University of Tamil Nadu, Thiruvavur shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the bidders and length of experience etc. Such decision by such authority shall be final. Central University of Tamil Nadu, Thiruvavur, has the power to select on the same rate any of the willing agency(ies) found to have quoted the same rates, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
11. Central University of Tamil Nadu reserves the right to accept or reject any or all bids without assigning any reasons. Central University of Tamil Nadu also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
12. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
13. The period of the contract may be extended by **two years, one year** at a time after the successful / satisfactory completion of initial contract & based on the Security Services requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the Security Services deployed by the selected Company / Firm /Agency. This office, however, reserves right to terminate the contract without assigning any reason thereof at any time after giving one week notice to the selected service providing Company / Firm / Agency.
14. **Service charges** will be the only criterion for evaluation of financial bid.
15. A Mandatory form for payment through EAT Module in PFMA as **Annexure - IV**

**Terms and Conditions:**

1. The services and provisions for the required Security Services shall be provided after award of tender to the bidder.
2. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions. The Agency will get their antecedents, character and conduct and medical health suitability verified.
3. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Assistant Registrar (Administration), Central University of Tamil Nadu, Thiruvavur along with testimonials before they are actually deployed for the job.
4. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect to be submitted by the service provider at the beginning of the contract.
5. The tenderer will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay

their wages every month.

6. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Central University of Tamil Nadu at any time without assigning any reason whatsoever.
7. The Supervisor of Agency shall be In-charge of the Security Services system and shall be responsible for the efficient rendering of the service under the contract. The Supervisor will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Registrar and will be answerable to the Registrar. This will, however, not diminish in any way, the Agency's responsibility under the contract to the Central University of Tamil Nadu, Thiruvarur. The Supervisor will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.
8. The Agency shall provide necessary undertaking and documentary evidence in this regard.
9. A senior level representative of the Agency shall visit Central University of Tamil Nadu, Thiruvarur at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the University Officials dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the University is not divulged or disclosed to any person by the personnel deployed by it.
10. The Agency shall ensure that any replacement of the personnel, as required by the Registrar, Central University of Tamil Nadu, Thiruvarur for any reason specified or otherwise, shall be effected promptly without any additional cost to the Central University of Tamil Nadu. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Registrar, Central University of Tamil Nadu, Thiruvarur at Agency's own cost.
11. The Agency shall provide good uniform with Photo Identity Cards to its personnel deployed at Central University of Tamil Nadu, Thiruvarur at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Incidentals for the respective categories of Security Services shall be borne / supplied by the Agency at its cost.
12. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the CUTN / Govt. of India / any State or any Union Territory.
13. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Registrar, Central University of Tamil Nadu, Thiruvarur. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of The Registrar, Central University of Tamil Nadu, Thiruvarur or other competent authority.
14. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at Central University of Tamil Nadu, Thiruvarur site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall produce / enclose a copy of the remittance receipt of EPF, ESI etc. exclusively for the personnel engaged in CUTN relating to the previous month in accordance to the claim made,

while claiming the wages for a month. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Central University of Tamil Nadu for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Payment of Wages Act 1936
  - (b) The Employees Provident Fund & MP Act, 1952
  - (c) The Contract Labour (Regulation) Act, 1970
  - (d) The Payment of Gratuity Act, 1972
  - (e) The Employees State Insurance Act, 1948
  - (f) The Employment of Children Act, 1938
  - (g) The Motor Vehicle Act, 1988
  - (h) Minimum Wages Act, 1948
15. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Registrar, Central University of Tamil Nadu, Thiruvavur and maintain liaison with the police. FIR will be lodged by CUTN, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
  16. The agency shall ensure that staff appointed by them is fully loyal-to and assist the officers of Central University of Tamil Nadu, Thiruvavur during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the CUTN, Thiruvavur.
  17. In case of any loss that might be caused to the Central University of Tamil Nadu, Thiruvavur due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, Registrar, Central University of Tamil Nadu, Thiruvavur shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to CUTN, Thiruvavur besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, the Registrar, Central University of Tamil Nadu, Thiruvavur shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.
  18. One day rest in a week shall be provided by agency to its employees. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
  19. As and when Central University of Tamil Nadu, Thiruvavur requires additional Security Services strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Registrar, Central University of Tamil Nadu, Thiruvavur. Similarly, if the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Central University of Tamil Nadu, Thiruvavur shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
  20. The Agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. The Agency shall submit to the Central University of Tamil Nadu, Thiruvavur an attested photocopy of the attendance record and enclose the same with the monthly bill.
  21. The wages shall be paid by the agency for service rendered during the previous month on or before 5<sup>th</sup> of every month. The Central University of Tamil Nadu, Thiruvavur shall reimburse the agreed amount on production of monthly bill (in duplicate) towards services rendered along with attendance sheet, acquittance sheet satisfactory performance certificate duly verified by the Registrar, Central University

of Tamil Nadu, Thiruvapur and other requisites. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

22. In case of noncompliance/non-performance of the services according to the terms of the contract, the Registrar, Central University of Tamil Nadu, Thiruvapur shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
23. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify CUTN, Thiruvapur against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Central University of Tamil Nadu, Thiruvapur. Any complaint towards non-payment of wages, other liabilities, and statutory obligations will lead to immediate termination of contract with penalty.
24. The Service Charges payable to the agency in providing the requisite Security Services will be in claimed percentage of the total monthly wages(as specified earlier) payable to the Security Services. In this regard, total monthly wages will be on the basis of actual deployment of Security Services during the month.
25. The decision of the Vice Chancellor Central University of Tamil Nadu, Thiruvapur in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
26. In case of any dispute between the Agency and the client The Vice Chancellor, Central University of Tamil Nadu, Thiruvapur shall have the power to decide. However all matters of jurisdiction shall be at the local courts located at Thiruvapur.
27. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by The Vice Chancellor, Central University of Tamil Nadu, Thiruvapur. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
28. Income Tax to be deducted at source by the University on the whole monthly bill amount.
29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
30. An agreement shall be signed with the successful bidder as per specimen enclosed.

**Note:** *These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.*

**Annexure – IV**

**MANDATE FORM FOR PAYMENT THROUGH EAT MODULE IN PFMS**

**DETAILS OF ACCOUNT HOLDER:**

Name of the Vendor/Beneficiary	
Name of the Bank	
Account Number	
IFSC Code	
PAN Number	
GST Number (if applicable)	
Address (Including City, Pin code etc.)	
Mobile No./email id	

I hereby declare that the particulars given above are correct and complete.

DATE:

SIGNATURE