

**NATIONAL SANSKRIT UNIVERSITY  
TIRUPATI**

(A Central University established by an Act of Parliament)  
**Tirupati - 517 507, Andhra Pradesh, India.**

**TENDER DOCUMENT**

**FOR**

**SECURITY AND OTHER MANPOWER SERVICES**

**Tender Document No: 04/2021 NSUT/Security dated  
02/06/2021**



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## TENDER NOTICE

**Tender No: 04/2021 NSUT/Security dated 02/06/2021**

### TENDER FOR SECURITY AND OTHER MANPOWER SERVICES

National Sanskrit University (NSU), Tirupati is a Central University Established by an Act of Parliament in the year 2020. Registrar, NSU, Tirupati invites bids (**in two bid system**) for Security and other Manpower Services on contractual basis.

The Tender Document can be downloaded from website of the National Sanskrit University, Tirupati <https://nsktu.org> and bid is to be dropped physically in the box provided for this purpose in the office of the Registrar up to the last date and time of submission of tender.

#### **Important Dates of Tender:**

Sr. No.	Particulars	Date	Time
1	Date of Publication / Download of Tender	03/06/2021	11:00 hrs.
2	Pre-Bid Meeting	17/06/2021	11.00 hrs.
3	Bid Submission Closing Date	30/06/2021	11:00 hrs.
4	Opening of Technical Bids	30/06/2021	11:30 hrs.

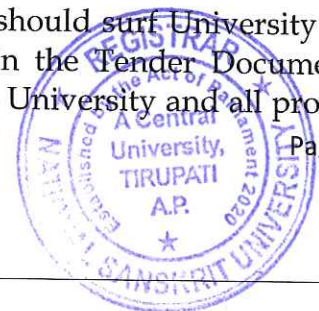
**Pre-Bid Meeting:** In view of Covid-19, NSU, Tirupati, will be conducting a Pre-bid conference through Skype on 17/06/2021 from 11:00 PM to 11:30 PM (IST). During Pre-bid meeting the answers/clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

All prospective bidders are requested to send their queries through email at [registrar@nsktu.org](mailto:registrar@nsktu.org) so as to reach latest by 12/06/2021.

The Skype ID will be shared via email from [registrar@nsktu.org](mailto:registrar@nsktu.org) to the vendors interested in attending the Pre-Bid conference upon their request. Vendors interested must send a request for access to Pre-Bid conference. Bidders attending Pre-Bid conference via Skype must ensure active and uninterrupted high speed internet connection from their end. In case of frequent disconnection (or) bad connection, NSU Tirupati will not be responsible for the same and no further correspondence will be entertained post the date of Pre-Bid meeting.

**Amendment to Bidding Documents:** At any time prior to the due date for submission of bids, the UNIVERSITY may, for any reason, whether at its own initiative or in response to a clarification sought by a prospective bidder, modify the bidding documents by issuing an amendment.

All prospective bidders who have downloaded the Tender Document should surf University website from time to time to know about the amendments/ modifications in the Tender Document. The amendments/modifications would also be hosted on the website of the University and all prospective



bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Registrar, NSU, Tirupati reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the University. The decision of the Registrar, NSU, Tirupati in this regard shall be final and binding on all.

  
REGISTRAR

कुलसचिव / REGISTRAR  
राष्ट्रीय संस्कृत विश्वविद्यालय  
NATIONAL SANSKRIT UNIVERSITY  
तिरुपति / TIRUPATI - 517 507, (A.P.)

## INSTRUCTIONS FOR SUBMISSION OF BIDS

**PREPARATION OF BIDS:** Bidder should take into account any corrigendum published on the tender document before submitting their bids.

1. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
2. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

**SUBMISSION OF BIDS:** Bidder should personally ensure that completely filled-in bid documents with all the enclosures are submitted /dropped physically in the Box provided for this purpose in the office of the Registrar up to the last date and time of submission of tender.

### **ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of bid submission in general may be directed to the Office of the Registrar.



**TECHNICAL BID**

**Tender for Security and other Manpower Services**

**PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE BIDDER**

**Ref.:** Advertisement for Tender Document No.04/2021 NSUT/ Security dated 02.06.2021 in connection with providing Security and other Manpower Services in NSU, Tirupati on contract basis in the form of manpower for various types of services/duties as per Annexure-1.

S. No.	Particulars	Details
1	Name of the Agency/ Firm/ Company/ Bidder	
2	Address of the Office of the agency / firm / company/ Bidder  Landline No Mobile No Email	
3	Legal status - Individual/ Sole proprietor/ Partnership Firm/ Limited Company/ Corporation, etc.) (Submit Copy of the appropriate registration certificate)	Submitted / Not Submitted
4	Name, designation, and details of contact person. Land Line No Mobile Email	
5	Month and Year of commencement of manpower supply business	



6 Statutory details of agency / firm / company  
**(Relevant Photocopies to be submitted):**

(a) Registration number of the firm.  
(Issued under Shops and  
Establishment Act, Andhra  
Pradesh).

Submitted/ Not Submitted

(b) Registration number of the firm.  
(Issued under Shops and  
Establishment Act, Andhra  
Pradesh).

Submitted/ Not Submitted

(c) In case of company, registration  
number issued by Registrar of  
Companies.

Submitted/ Not Submitted

(d) Valid License for Tirupati issued  
by Andhra Pradesh Government  
under Private Security Agency  
Regulation Act.

Submitted/ Not Submitted

(e) Permanent Account Number  
(PAN).

Submitted/ Not Submitted

(f) GST - Registration number.

Submitted/ Not Submitted

(g) Registration number issued by  
Regional Provident Fund  
Commissioner.

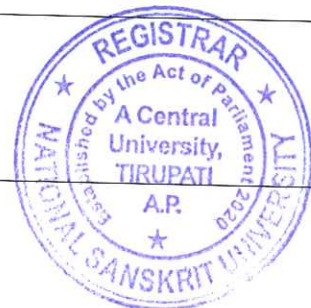
Submitted/ Not Submitted

(h) Registration number issued by  
Employees State Insurance  
Corporation.

Submitted/ Not Submitted

(i) Profession Tax registration number  
issued by Government of Andhra  
Pradesh.

Submitted/ Not Submitted



7	<p>Agency / firm / company should have an annual turnover of at least Rs. 25 lakhs in the security manpower providing business alone in any one of the stated 3 financial years (The stated annual turnover should be only from the security manpower providing business).</p> <p>Relevant supporting documents of security manpower providing business duly certified by the Chartered Accountant to be submitted (In case Balance sheet is combined for other business activities, then separate CA certificate is must for Security manpower business turnover).</p> <p>Also, submit copy of the audited Balance Sheet and income tax return filed for the relevant financial year in support of above condition.</p>	<p>Financial Year - 2019-2020: Rs. _____</p> <p>Financial Year - 2018-2019: Rs. _____</p> <p>Financial Year - 2017-2018: Rs. _____</p> <p>Submitted / Not Submitted</p> <p>Submitted / Not Submitted</p>
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8	<p>Agency / firm / company should have provided at least 50 security personnel in a single contract at single site to Central / State Government Organizations / Government funded Autonomous Bodies/ Government Academic Institutions continuously for a minimum contract period of one year (including continuous extensions) any time in the last three years as on the closing date of the tender.</p> <p>Submit name (s) of the Organization(s) along with a certificate on their letter head certifying that the applicant firm has executed the contract satisfactorily for one year or more and where 40 or more security personnel were deployed.</p> <p>Also, submit details of present and past clients in the format provided (Annexure-3) in this tender along with photocopies of the relevant work orders, extensions (if any), Client Certificates and agreement which must clearly give full details about contract period, category of staff provided and its number.</p>	<p>Yes / No</p> <p>Submitted / NotSubmitted</p> <p>Submitted / NotSubmitted</p>
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9	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable
10.	Submit details regarding financial resources, fixed and movable assets on the letter head.	Submitted / Not Submitted
11	Submit Affidavit in the prescribed format (Annexure-2) on the non-judicial stamp paper of Rs.100/- duly attested by a Magistrate/Notary Public	Submitted / Not Submitted
12.	Submit Acceptance (Annexure-3) Certificate on a letter head in the prescribed format given in this tender.	Submitted / Not Submitted
13.	Affixed Signature on all pages of the tender and draft agreement.	Yes / No
14.	Details of the earnest money deposit (EMD) submitted.	DD No. ___ dated ___ for Rs. 1,00,000/- (Rupees one lakh only) drawn on (name of the Bank) _____ in favour of the Registrar, National Sanskrit University, Tirupati payable at Tirupati. <b>(To be enclosed with the Technical Bid)</b>
15.	Any other information relevant to the present tender	

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signature of Tenderer**  
Name, Address with  
stamp & seal



**NATIONAL SANSKRIT UNIVERSITY TIRUPATI**  
(A Central University established by an Act of Parliament)  
Tirupati - 517 507, Andhra Pradesh, India.

**FINANCIAL BID**  
**(TO BE SUBMITTED IN A SEPARATE SEALED COVER)**

Supply of manpower as per "Annexure-1". Only administrative charges are to be quoted. The National Sanskrit University, Tirupati, shall bear the liability of applicable Tax and other statutory charges as applicable from time to time on the bills payable by the UNIVERSITY. TDS will be recovered as per the prevailing rate on gross billed amount. GST shall be collected at source at applicable rates.

RATES: -

**ADMINISTRATIVE CHARGES:** \_\_\_\_\_ % (In words: \_\_\_\_\_) of monthly CTC of personnel.

**NOTE: TDS on INCOME TAX AND TCS ON GST AS PER THE PRESENT APPLICABLE RATE SHALL BE DEDUCTED MONTHLY FROM THE GROSS AMOUNT TO BE PAID TO THE SERVICE PROVIDER**

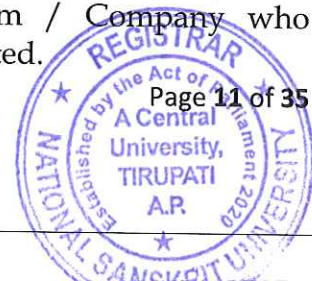


## 1. GENERAL TERMS AND CONDITIONS OF TENDER

- (a) The Tender document comprises two parts; (I) Technical bid and (II) Price bid.
- (b) Earnest Money Deposit (EMD) of **Rs. 1,00,000/-** (Rupees one lakh only) in the form of Demand Draft / Pay Order/Bankers' Cheque in favor of "Registrar, National Sanskrit University, Tirupati" to be submitted along with technical bid in a separate envelope marked as "Earnest Money Deposit". Bids received without EMD will be rejected.
- (c) Agency / firm / company exempted from payment of EMD must submit the requisite documents in support of the claim.
- (d) EMD OR self-attested photocopies of the Exemption Related Certificates/Documents shall also be submitted along with filled in bid documents in a sealed envelope by due date at the following address with covering letter having tender details.

The Registrar  
National Sanskrit University,  
Tirupati - 517 507,  
Andhra Pradesh, India.

- (e) Tender received without EMD OR Exemption Related Certificates / Documents as per requirement will be summarily rejected.
- (f) At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Bidders whose bids are technically disqualified shall be intimated. Administrative charges are to be quoted separately in a Price Bid and it shall be submitted in a sealed cover, along with bid documents.
- (g) The Financial bids of only those tenderers will be opened who are declared as qualified by the duly constituted Technical Evaluation Committee. If bidder quotes NIL charges, the bid will be treated as unresponsive and will not be considered. In case of multiple tenderers emerging as the Lowest (L I), the contract shall be then awarded to the tenderer amongst L -I who, with highest average annual turnover of last three years work based on the certificate of experience, submitted along with tender and performance record at other sites. Venue, date and time of opening of Financial Bids shall be intimated by email to the technically qualified bidders.
- (h) The tender is not transferable under any circumstances.
- (i) Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- (j) Tender in any form other than the prescribed form issued by National Sanskrit University, Tirupati, shall not be considered and will be summarily rejected.
- (k) Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.



(1) Bid securities of the unsuccessful bidders (EMD) should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

2. **NAME OF CONTRACT:** Contract for providing Security and other Manpower Services.

3. **PERIOD OF CONTRACT:** The Contract shall be initially for a period of **two years**, subject to satisfactory performance of services and compliance with all the terms and conditions of the agreement. The contract is extendable beyond **two years** based on satisfactory performance and as per the norms of Government of India. The Competent Authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working Contractor or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one Contractor even after the award of contract.

4. **SCOPE OF WORK:** Providing Security and other personnel to National Sanskrit University, Tirupati as per the requirement from time to time as per "Annexure-1" to this tender. The Contractor shall provide Security and other manpower services to the National Sanskrit University, Tirupati, deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security manpower services of the Contractor are enumerated with important but non exhaustive list as below:

- a) Protection of property and personnel (faculty, staff, students, official visitors and residents) of the National Sanskrit University, Tirupati against willful harm; It includes all the Gates, Administrative Building, Academic Buildings, Boys' Hostels, Girls' Hostels, Research Scholars' Hostels Guest House, Labs, Play grounds, Community Centers, Commercial Centers, Staff Quarters, Health Centre, etc. of National Sanskrit University, Tirupati.
- b) Protection of property, cash, documents and personnel of NSU Tirupati. Also, in transit when so specified.
- c) Protection of office property and materials against loss, damage, theft, misappropriation, pilferage, fire etc. Protect property/cash/documents of NSU Tirupati against burglary (where loss is due to entry after breaking the any entry lock/ door/window/grill).
- d) Regulate access control at gates, prevent mis-use of NSU Tirupati grounds and facilities by outsiders, preventing trespassing, unauthorized parking, unauthorized construction, squatting in the NSU Tirupati campus and prevent vandalism. Ensure proper & timely reporting of violations to NSU Tirupati authorities.
- e) Undertake fire - fighting operations with provided equipment.
- f) Regulate parking of vehicles in designated areas of NSU Tirupati.
- g) Provide security during official, social and religious functions of NSU Tirupati.

- h) Conduct security audits/surveys/investigations/consultancies as per requirements.
- i) Conduct periodic security and Fire - fighting training of security guards.
- j) Adhere to the Standard Operating Procedures (SOPs) given by the NSU Tirupati which may be modified from time to time by the Registrar or his nominee.
- k) Investigation of thefts, accidents or any other matter required from time to time.
- l) Carry out any other job assigned by the Registrar or his nominee in the interest of Security of NSU Tirupati.

5. Tenderer must fulfill all the requirements given in the Technical Bid and all the terms and conditions of this tender.

6. Photocopies & supporting documents submitted should be legible and self - attested. Only the documents as asked in the Tender must be submitted. It is to be strictly observed that no irrelevant (or) superfluous documents are submitted with the Tender.

7. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this University, on stamp papers of appropriate value (Draft appended to this tender).

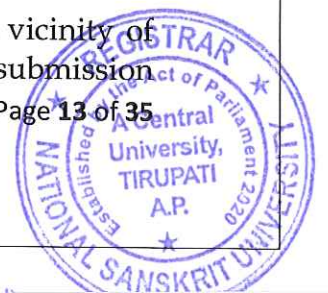
8. **Quoting of administrative charge:** The Contractor has to quote administrative charge keeping in view the deduction of TDS @ 2% & TCS on GST @ 2% or as per applicability, expenditure towards uniforms, shoes, identity card, verification of character & antecedents and all the statutory charges relating to this contract etc. Lower rates of administrative charge should not lead to complaints from workers regarding delay in payment, improper reduction in wages, thereby affecting the performance of the workers.

9. The bidders are required to quote only ADMINISTRATIVE CHARGES strictly in percentage of monthly gross wages. **Tenders received with "NIL" charges (or) "ZERO" charges will be REJECTED.** The bidders are required to be careful while quoting the rate of administrative charges.

10. In case two or more tenders have quoted the same administrative charges, work will be awarded to the Contractor who has executed contracts of higher values any time in last three years as on the closing date of the tender, based on the certificates of experience, work order and Agreement submitted along with tender.

11. Contractor/Agency will apply to the Labour Commissioner for obtaining a Labour License and will submit a copy of license to Administration Section within 30 days from the date of issue of the award of contract.

12. The agency must have an office at Tirupati (or) nearby (within a vicinity of 100 kms) for ease of administrative & statutory requirements like timely submission



of EPF, ESI, GST, PT and other statutory deduction receipts.

**13.** The Contractor should deposit an amount of **Rs 2 Lakhs as Security Deposit** in the form of Demand Draft drawn in favour of "the Registrar, National Sanskrit University, Tirupati" with the University, for the entire duration of the contract and also submit the **Bank Guarantee equivalent of one month gross wage bill** within 07 days from the date of signing the agreement, valid for 27 months from commencement of contract which will be renewed from time to time as per further renewals/amendment of the contract. Whenever wage bill amount increases by 10% of the initial amount, additional Bank Guarantee shall be submitted by Contractor. Also, the Bank Guarantee shall be renewed by the Contractor from time to time if contract is extended, which shall be valid for at least 03 months beyond the contract period.

EMD (Bid Security) would be refunded to the successful bidder on receipt of Performance Security.

**14.** The Registrar, National Sanskrit University, Tirupati shall have absolute right and authority for the suspension/ revocation of said Security Deposit and Bank Guarantee in case of breach of any clause of the Agreement by giving prior notice.

**15. PENALTY CLAUSES**

(a) A penalty at 1% of the monthly value of contract shall be imposed for non-commencement of contract within the stipulated period after the issue of allotment letter for every week or part thereof for the delay in the commencement of the contract.

(b) Penalty at INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e., on (or) before 05th of every month (or) within three days of credit of salaries, whichever is earlier.

(c) Penalty at INR 1000/- per person per month will be charged from the Contractor, if the uniforms & shoes are not given within thirty days of award of the contract. Penalty shall be levied from the day of completion of thirty days.

(d) Penalty at INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc., to the employees within thirty days of award of contract.

(e) Penalty at INR 100/- per person per month will be charged for not submitting the police verification certificate of the employees within thirty days of the award of contract.

(f) Non-compliance with the statutory norms and terms and conditions of the Tender Document and Agreement will lead to termination of contract.

**16.** The decision of the Registrar, National Sanskrit University, Tirupati with



regard to the determining of quality of work/services done by the Contractor or his employees shall be final and acceptable to the Contractor. The Registrar, National Sanskrit University, Tirupati reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the Contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the Contractor from his outstanding dues or by revocation of any or all parts of the Security Deposit and Bank Guarantee, as he may consider proper.

**17.** During the contract, the Contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, father's name, residential address, date of birth, Telephone number, recent passport size photograph etc. in the form of data base in both hard and soft copy within 07 days from the date of their deployment or communicate any change about it from time to time.

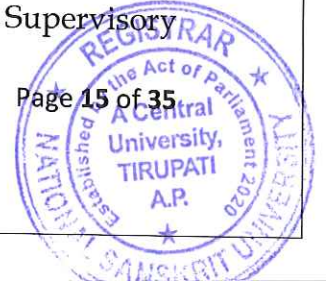
**18.** The Registrar, National Sanskrit University, Tirupati or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily.

**19.** The manpower deployed by the Contractor for the execution of the contract shall be the employees of the Contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and National Sanskrit University, Tirupati, either implicitly or explicitly.

**20.** The persons so deployed shall be under the overall control and supervision of the Contractor and the Contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. National Sanskrit University, Tirupati, shall be absolved from any such liability at its own level.

**21.** The Contractor/ Agency shall be responsible for all injuries and accidents to Persons employed by it. For the staff not covered under ESIC Scheme, suitable Medical policy along with Workmen Compensation policy shall be taken by the Contractor equivalent to the amount being paid by the UNIVERSITY in the monthly wage bill. The policy document shall be submitted by the Contractor within 30 days from the date of commencement of the contract.

**22.** The Contractor/ Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Contractor/Agency is found misbehaving with the supervisory staff or any other staff member/student of National Sanskrit University, Tirupati, it shall terminate the services of such employees on the recommendation of the Officer designated by the Registrar, National Sanskrit University, Tirupati. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the Supervisory staff of the National Sanskrit University, Tirupati.



- 23.** The Contractor/Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to it by National Sanskrit University, Tirupati, and shall not knowingly lend to any person or company any of the assets of the National Sanskrit University, Tirupati, under its control.
- 24.** In the event of any loss being caused to the National Sanskrit University, Tirupati, on account of negligence/dereliction of duties by the Contractor or his employee that shall be established after a joint inquiry comprising of the representatives of National Sanskrit University, Tirupati, and the Contractor and National Sanskrit University, Tirupati, should get the same compensated from the Contractor. The Contractor may have a Public Liability Insurance Policy Cover.
- 25.** The Contractor will not be held responsible for the damages caused to the property of the UNIVERSITY due to natural calamities like lightening, earth quake, flood etc.
- 26.** The Contractor shall not appoint any Sub-Company/Agency to carry out any obligation under the contract.
- 27.** The Contractor shall take day to day instructions from the Officer/s or his Deputy, in his absence, of National Sanskrit University, Tirupati.
- 28.** None of the employees of the Contractor shall enter into any kind of private work at different locations of the National Sanskrit University, Tirupati, during working hours or otherwise. The Contractor should not put its employees in different shifts at other locations other than National Sanskrit University, Tirupati, & they should not be employed by other agencies to do so also. In case of any violations of this the Contractor shall be penalized by imposing a fine of Rs. 5,000/- per employee per incident.
- 29.** In addition, National Sanskrit University, Tirupati, will have liberty to increase/decrease the total number of security personnel by giving a short notice of 24 hours to the Contractor.
- 30.** It would be desirable that the Security personnel provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less Communication equipment.
- 31.** All security personnel should have working knowledge of English language.
- 32.** The Contractor /Agency shall maintain an Occurrence Book which will be made available to the supervisory staff of National Sanskrit University, Tirupati.
- 33.** The manpower proposed to be deployed by the Contractor /Agency shall be





subject to screening by National Sanskrit University, Tirupati, to ascertain their suitability and skills. The person deployed at the University shall be at the discretion of the University. Before deploying a person in National Sanskrit University, Tirupati, the Contractor shall furnish complete particulars and obtain approval of the designated officer of National Sanskrit University, Tirupati.

**34.** National Sanskrit University, Tirupati, reserves the right to ask and require the Contractor to remove any person deployed by the Contractor, without assigning any reason and notice.

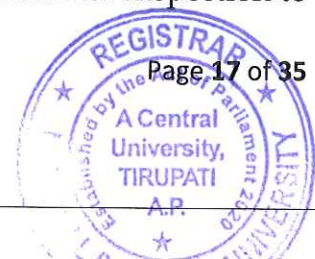
**35.** The Contractor shall deploy trained security personnel. The Contractor shall also undertake at its own expense in consultation with National Sanskrit University, Tirupati, a Continual updating of skills and processes and procedure to be followed by the Security personnel provided to National Sanskrit University, Tirupati, by organizing suitable training schedules for them. The manpower supplied by the Contractor/Agency shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the National Sanskrit University, Tirupati campus. In case of an outbreak of fire they should be able to undertake fire - fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Contractor's arrangements and expense.

**36.** The Contractor shall supply, per annum, free of cost two pairs of uniforms (all weather) with shoes, belt, caps and name plates to each of the persons engaged by the agency. NSU, Tirupati shall not allow any employee of the Contractor to work inside the NSU Tirupati campus without uniform and name plate except in cases where-in specifically asked for. If during the period of contract, the uniform is torn, it shall be the responsibility of the Contractor to supply another uniform to the persons and ensure that the persons wear uniform while they are on duty in the NSU Tirupati campus.

**37.** All the Security personnel shall be normally required to work in three shifts basis (8 Hours each). No Security personnel will be allowed to perform double duty/continuous basis unless authorized by the Officer/s of NSU Tirupati. Weekly off is mandatory for all personnel as per Labour laws.

**38.** The Contractor/ Agency will get all the staff on its roll deployed at NSU Tirupati campus, verified of their Antecedents through Andhra Pradesh Police and a certificate to this effect be furnished by the Contractor to NSU Tirupati within 30 days of initial deployment. The Contractor should maintain proper record/documents of the same. These documents are required to be produced to NSU Tirupati whenever required.

**39.** The Contractor shall have proper standard and procedures of recruitment and training. The Contractor should provide a copy of Training Manual for inspection to NSU Tirupati authorities.



40. The Contractor shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the designated officer of NSU Tirupati.
41. The Contractor shall nominate at the own cost of the agency, one "Field Officer" who is experienced in the field of security for taking care of queries/matters relating to general discipline, incidents, accidents relating to its deployed personnel and also for immediate interaction with NSU Tirupati authorities.
42. That no right, much less a legal right shall vest in the Contractor's staff to claim/have employment or otherwise seek absorption in NSU Tirupati nor the Contractor's staff shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of NSU Tirupati. It will be the responsibility of the Contractor to make it clear to their staff before deploying at NSU Tirupati.
43. The Contractor shall not be allowed to change its name and style after the award of the contract.
44. Any legal disputes will be subject to jurisdiction of Tirupati Courts only.
45. **WAGES:** The Contractor shall pay monthly wages plus statutory charges (EPF/ESI) to all his employees as per the wage rates fixed by Central Government or as per the wages fixed by NSU Tirupati whichever is higher. The Contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
46. The Contractor shall furnish details to NSU Tirupati about disbursement of salary within 5 days from the date of disbursement i.e., last working day. This obligation is imposed on the Contractor to ensure that the Contractor is fulfilling his commitments towards his staff so deployed under the various Labour Laws. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.
47. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and principal employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority of NSU Tirupati along with wage bill for the next month. He will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at NSU Tirupati. In case of failure on the part of Contractor to deposit EPF/ESI etc. with the concerned authorities within the



stipulated period the Contractor shall be liable to pay penalty so imposed by the UNIVERSITY authorities.

48. The Contractor shall submit wage bill as per details/table given below:

- a. Name of the company-
- b. Annual contract for the Security and other Manpower Services
- c. Authority No. & Date-
- d. Date of commencement of the contract-
- e. Wage Bill for the period \_\_\_\_\_
- f. Bill No. \_\_\_\_\_ & Date \_\_\_\_\_

S. No.	Name of the worker	Emp. Code No.	EPF No.	ESI No.	Basic/ Minimum Wages	Days	Allow.	Employee's share		Carry Home Salary (Rs.)	Employer's Share		
								EPF 12%	ESI 0.75%		EPF 12%	EDLI 1.36%	ESI 3.25%
1	2	3	4	5	6	7	8	9	10	11	12	13	14

49. The Contractor shall keep the following instructions in view while submitting the monthly wage bill(s).

- Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- The Contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in the University is complete and no person has been left out and no supplementary bill will be submitted thereafter.
- No person(s) has/have been engaged on contract basis in the University without the prior approval of the Competent Authority of the University.
- A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/ESI etc. payment to the concerned authorities will be submitted to NSU Tirupati along with the bill for wages for the next month.

50. Contractor shall pay wages to all its employees on last working day of the month. Schedule of process to be followed is as under:

Sr. No.	Activity	By whom	Turnaround time
1	Raising of Attendance to NSU Administration	Agency	20th of every month
2	Verification of Attendance	NSU	22nd of every month
3	Raising of Invoice to NSU	Agency	24th of every month
4	Release of Payment	NSU	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c on last working day of every month

51. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. Apart from this, the Contractor shall also pay government statutory charges on the gross bill at the rates as applicable from time to time. The Contractor will submit to NSU Tirupati authorities a copy of the receipts. Deduction on account of government statutory charges on the gross bill may be deducted at source if there are any instructions from the concerned government authorities in this regard.
52. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to NSU Tirupati authorities. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
53. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his staff so deployed for the preservation of peace and protection of persons and property of NSU Tirupati.
54. In case of any complain/defect pointed out by NSU Tirupati authorities against any Contractor's staff, the Contractor shall immediately replace the person so deployed.
55. NSU Tirupati shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security Deposit and Bank Guarantee of the Contractor.
56. **Resolution of Disputes:** In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Registrar, NSU, Tirupati or any other officer nominated by the Registrar, NSU Tirupati for arbitration whose decision shall be final and binding on both the parties. The Contractor agrees that the arbitrator could be an employee of the NSU and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration and Reconciliation Act, 1996.
57. **Termination of the Contract:** The contract may be terminated in any of the following contingencies:
- a. On giving one month notice by the NSU **OR**
  - b. On giving three months' notice by the Contractor **OR**
  - c. On the expiry of the contract, without any notice **OR**
  - d. On giving one month notice by the NSU, at any time during the tenancy of contract, in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard



prescribed for this services **OR**

e. On Contractor being declared insolvent by the competent Court of Law, without any notice **OR**

f. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third party or for sub-letting the whole or a part of the contract to any third party, without any notice **OR**

g. Non-compliance with Statutory regulations, norms and terms and conditions of the Tender Document or Agreement will lead to termination of the Contract.

**58.** Provided that during the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period.

**59.** In case of termination of contract on the grounds mentioned at Sr. No (d) above **OR** in case the Contractor decides to conclude the contract before the expiry of twenty-four months contract period without giving three months' notice as mentioned at Sr. No (b) above, the Contractor shall forfeit the Security Deposit and Bank guarantee held with the NSU and the Contractor shall not have any claim/right against the UNIVERSITY in satisfaction of this condition.

**60. Last Payment:** The last payment of the Contractor will be cleared only after ascertaining that no liabilities are pending.



ANNEXURE - 1

Sr. No.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	APPROXIMATE NUMBER OF STAFF REQUIRED (Likely to change as per the requirement)	MINIMUM QUALIFICATION AND EXPERIENCE
1	Semi-Skilled Male Security Guard	44	Minimum 10 <sup>th</sup> Pass
2	Semi-Skilled Female Security Guard	03	Minimum 10 <sup>th</sup> Pass
3	Highly Skilled Security Supervisor (Male)	03	Ex-Serviceman with 12 <sup>th</sup> Pass

Note: Requirement of Other Manpower, if any, will be notified from time to time



**ANNEXURE - 2**

*(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)*  
**(To be submitted along with the Technical Bid)**

**AFFIDAVIT**

I/We (Name)\_\_\_\_\_ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm)\_\_\_\_\_ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body.

**DATE, THE    day    of 2021**

**DEPONENT  
ADDRESS** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VERIFICATION**

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

**DATE, THE    DAY    of 2021**

**DEPONENT**



**ANNEXURE-3**

**ACCEPTANCE CERTIFICATE**  
**(To be submitted along with the Technical Bid)**

I..... (Designation).....of

(Name of the Company) .....

have read and understood and hereby unconditionally accept the terms and conditions of the tender and agreement in its entirety for Security and Other Manpower Services at NATIONAL SANSKRIT UNIVERSITY, Tirupati.

In case of any provisions of the tender is found violated, NSU, Tirupati shall be at liberty to reject this tender including the forfeiture of the full said Earnest Money Deposit absolutely and I/We shall not have any claim / right whatsoever, against the NSU, Tirupati in satisfaction of this condition.

Signature of Authorized Signatory

Company Seal / Stamp

Date:

Place:





**ANNEXURE - 4**

**DETAILS OF PRESENT AND PAST CLIENTS AND STAFF DEPLOYED**

**(Use separate sheet without changing the format, for giving, if required, client-wise details)**

Submit photocopies of the relevant work orders, extensions (if any), Client Certificates, agreement which must clearly give full details about contract period, category of staff provided and its number.

Name & Address of Client (s) (Do not use abbreviations)	Period (from -to) (DD/MM/YYYY)	No. of Security Personnel deployed per day	Remarks (if any)

Signature of the Contractor  
or his authorized signatory  
with seal of the Agency/firm



ANNEXURE - 5

DRAFT AGREEMENT

This Agreement has been signed on this \_\_\_\_\_ at Tirupati.

BETWEEN

**The National Sanskrit University (NSU), Tirupati**, having its campus at Reservoir Road/Balaji Colony, Tirupati - 517507, Andhra Pradesh (hereinafter referred to as the UNIVERSITY) being "The Party of the First Part".

AND

M/s \_\_\_\_\_, having its \_\_\_\_\_ registered office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as CONTRACTOR) being "The Party of the Second Part".

WHEREAS the UNIVERSITY, an Autonomous organization, under the Ministry of Education, Govt. of India is in requirement of the manpower as necessary to execute the security services at its Tirupati campus.

AND WHEREAS the Contractor is engaged and running the business of Security services, supplying and providing the Security Supervisors and Security Guards (Armed/Unarmed) to the Govt., Semi Govt. Departments, Private Organizations and Office premises etc.

AND WHEREAS the Contractor undertakes to provide the requisite number of temporary Security and Other Personnel (Male and female) at NSU Tirupati campus as per terms and conditions agreed upon by both the parties.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

**TERMS AND CONDITIONS**

1. Duration of the contract shall be **24 months effective from** \_\_\_\_\_, subject to appraisal and review by the UNIVERSITY authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before 24 months by giving notice of one month to this effect.
2. The Contractor has quoted administrative charges @ \_\_\_\_\_% keeping in view the monthly deduction of TDS @ 2% and TCS on GST @ 2% or as per applicability from his gross billed amount, expenditure towards uniforms, shoes, identity card, verification of character & antecedents and all the statutory charges relating to this contract, etc. and reasonable margin thereafter. The UNIVERSITY has responsibilities as the Principal Employer and would like to ensure that no complaints from workers is received regarding delay in payment, improper reduction in wages, seeking monetary return by the Contractor from the workers, thereby affecting the performance of the workers.



The Contractor shall deposit an amount of **Rs 2 Lakhs as Security Deposit** in the form of Demand Draft drawn in favour of "Registrar, National Sanskrit University, Tirupati" with the UNIVERSITY for the entire duration of the contract and **also submit Bank Guarantee equivalent to one-month gross wage bill within 07 days from the date of signing this agreement** calculated based on the number of staff deployed and wage structure approved by the UNIVERSITY. The Security Deposit and Bank Guarantee shall be invoked by the UNIVERSITY in case Contractor fails to pay salary to its staff as paid by the UNIVERSITY or in case of violation of any of the terms and conditions of the agreement or in case of violations of any of the statutory requirements.

**The Bank Guarantee shall be valid for the period up to 27 months from the date of commencement of the contract. Whenever wage bill amount increases by 10% of the initial amount, an additional Bank Guarantee shall be submitted by the Contractor.** Also, the Bank Guarantee shall be renewed by the Contractor from time to time if contract is extended, which shall be valid for at least 03 months beyond the contract period.

All the terms and conditions stated in the Tender for Security and Other Manpower Services Tender Document No: 04/2021 NSUT/Security/dated 02/06/2021 shall also be part and parcel of this agreement unless otherwise specifically mentioned herein.

### **3. Payment terms**

- a. The UNIVERSITY shall on monthly basis reimburse monthly total cost of security and other personnel deployed at NSU Tirupati campus by Contractor as per wage structure given in **Annexure-I**.
- b. The total cost shall be worked out by the UNIVERSITY based on Wages fixed by the UNIVERSITY according to Central Government minimum wages, as approved by the Registrar of the UNIVERSITY.
- c. The Administrative charges payable by the UNIVERSITY shall be \_\_\_\_\_% of gross wages during the term of this agreement including the future extensions, if any).
- d. Taxes as applicable shall be paid on total bill inclusive of administrative charges.
- e. In the event of revision of wage rates by applicable authority at any time, the same shall be accordingly revised.
- f. The Contractor is under obligation to submit EPF, ESI and Government Taxes deposit challans and ECR's of the previous billing month before 24<sup>th</sup> of the next month, separately for its staff deployed at the UNIVERSITY premises. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective EPF, ESI and Government Tax paid monthly challans and ECRs of previous billing month by the Contractor. Failing to submit the challans and ECRs as stated, penal deduction of Rs. 1000/- per day will be levied on the Contractor. Administration charges of the Contractor will be withheld if he defaults on above aspect consecutively for two months and written notice will be given to the Contractor for termination of contract.
- g. The Contractor shall certify on the bill that the monthly wage bill of all categories of contractual employees deployed by him at the campus of the UNIVERSITY is complete and no person has been left and no supplementary bill will be submitted thereafter.
- h. Payment cycle will be from 20<sup>th</sup> to 19<sup>th</sup> of the next month. Schedule of processing of monthly bill will be as follows:



Sr. No.	Activity	By whom	Turnaround time
1	Raising of Attendance to NSU Administration	Agency	20th of every month
2	Verification of Attendance	NSU	22nd of every month
3	Raising of Invoice to NSU	Agency	24th of every month
4	Release of Payment	NSU	28th of every month
5	Salary Disbursal	Agency	Salary should be credited to individual a/c on last working day of every month

If any of the dates happens to be holiday, the activity will be on the next working day.

Any delay beyond this limit in disbursement of salary shall invite the Contractor to pay penalty of Rs. 2000/- per day. The Contractor will deposit the wages and applicable allowances in individual's bank account to be maintained at Union Bank of India, RS Vidyapeetha Branch, Tirupati. The EPF, ESI, Government Taxes and other statutory component shall be deposited by the Contractor with the respective Government organizations. The Contractor shall submit the bank deposit slip of payment of wages to his staff deployed at the campus of the UNIVERSITY, acknowledged by the bank to the UNIVERSITY Administration within 5 days from the date of disbursement i.e., last working day of the month.

i. The Contractor will submit wage bill as per details/table given below:

1. Name of the Company-
2. Annual contract for the Security Manpower Services
3. Authority No. & Date-
4. Date of commencement of the contract-
5. Wage Bill for the period \_\_\_\_\_
6. Bill No. \_\_\_\_\_ & Date \_\_\_\_\_

S. No.	Name of the worker	Emp. Code No.	EPF No.	ESI No.	Basic/ Minimum Wages	Days	Allow.	Employee's share		Carry Home Salary	Employer's Share		
								EPF 12%	ESI 0.75%		EPF 12%	EDLI 1.36%	ESI 3.25%
1	2	3	4	5	6	7	8	9	10	11	12	13	14

The Contractor will keep the following instructions in view while submitting the monthly wage bill(s):

- i. Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- ii. A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/ESI etc. payment to the concerned authorities will be submitted to the UNIVERSITY along with the bill for wages for the next month.

#### 4. Statutory Obligations

a. The Contractor shall abide by all laws of the land including, Labour Laws (ESI, EPF, Bonus, Income Tax, Service Tax, GST 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. Any such onus shall be the exclusive



responsibility of the Contractor and it shall not involve the UNIVERSITY in any way what-so- ever.

b. The UNIVERSITY will not be responsible for any violation/ contravention of the aforesaid Government laws, rules and regulations by the Contractor. The UNIVERSITY incurring damage due to the non-compliance of the aforesaid laws by the Contractor, the UNIVERSITY shall be indemnified by the Contractor to the extent of loss suffered due to the said violations.

c. In case wages plus applicable allowances per month paid to its employees deployed by the Contractor at the UNIVERSITY is less than the wages plus allowance being reimbursed by the UNIVERSITY as the principal employer, the contract shall be terminated. The payment shall be made to the individual's respective bank account to be maintained at the Union Bank of India, RS Vidyapeetha Branch, Tirupati and a record of that shall be kept in a register which may be examined by the UNIVERSITY at any time.

d. The Contractor will apply to the Labour Commissioner for obtaining a Labour License at his own expenses and will submit a copy of license to UNIVERSITY Administration Section within 30 days from the date of issue of the award of contract.

#### **5. Interference**

In case activities of the staff of the Contractor are found harmful to the interest of the UNIVERSITY, then the Contractor shall be under obligation to change the staff deployed. Any loss or damage to any person or the property of UNIVERSITY caused by the Contractor's staff shall be compensated by the Contractor only.

#### **6. Relationship**

The contract will be on 'Principal to Principal' basis and cannot be transferred or assigned by the Contractor to any other person/ firm. If any liability, in terms of order, award, or decree is fastened on the UNIVERSITY regarding employment of the Contractor's staff with the UNIVERSITY, the said liability can be adjusted by the UNIVERSITY from the bills payable to the Contractor.

#### **7. General terms and conditions**

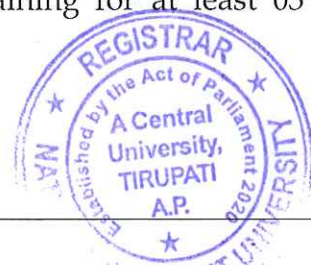
- a) In addition, the UNIVERSITY will have liberty to increase/decrease the total number of Guards by giving a short notice of 24 hours to the Contractor. The Contractor shall take prior approval of the competent authority of the UNIVERSITY before deploying security staff at the campus of the UNIVERSITY.
- b) The Contractor shall be responsible for all injuries and accidents to persons employed by it. For the staff not covered under ESIC Scheme, suitable Medical policy along with Workmen Compensation policy shall be taken by the Contractor equivalent to the amount being paid by the UNIVERSITY in the monthly wage bill. The policy document shall be submitted by the Contractor within 30 days from the date of commencement of the contract.
- c) The Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Contractor is found misbehaving with the supervisory staff or any other staff member/student of the UNIVERSITY, the Contractor shall terminate the services of such employees on the recommendation of the Officer designated by the Director of the UNIVERSITY. The Contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the UNIVERSITY.



- d) The Contractor shall take day to day instructions from the Officer/s or his Deputy, in his absence, of the UNIVERSITY.
- e) Physical Standards and Qualifications:
- f) The employees of the Contractor shall be of Good character and of sound health.

Age	Preferably not more than 50 years in case of Ex Serviceman and not more than 40 years in case of civil guards.
Character	Good
Educational Qualifications	Supervisors: Preferably 12 <sup>th</sup> pass and above Security Guards: Preferably 10 <sup>th</sup> pass and above
Physical standards	Male staff: Height: 5ft 6 inches (minimum) and physically fit Female staff: Height 5ft 2 inches (minimum and physically fit

- g) The Security Staff provided should have knowledge of Fire Fighting, First Aid, Scooter/ Motor Cycle/LMV Driving & handling Wire-less Communication equipment.
- h) All Guards and Supervisor should have working knowledge of English language.
- i) The Contractor shall provide the details of the staff, proposed to be deployed viz., their name, father's name, DOB, residential address, Telephone number, Educational Qualification, recent passport size photograph in the form of a data base in both hard & soft copy within 07 days from the date of their deployment and communicate any change about it from time to time.
- j) The Contractor shall get all the staff on its roll deployed at NSU Tirupati campus, verified of their Antecedents through Police and certificates to this effect be submitted by the Contractor to UNIVERSITY Administration within 30 days of initial deployment.
- k) The Contractor shall maintain an Occurrence Book and record all important occurrences on daily basis and submit the same to University authority for information/verification.
- l) The manpower proposed to be deployed by the Contractor shall be subject to screening by the UNIVERSITY, to ascertain their suitability and skills. The person deployed at the UNIVERSITY shall be at the discretion of the UNIVERSITY. Before deploying a person in the UNIVERSITY, the Contractor shall furnish complete particulars and obtain approval of the designated officer of the UNIVERSITY.
- m) UNIVERSITY reserves the right to ask and require the Contractor to remove any person deployed by the Contractor, without assigning any reason/ notice.
- n) The Contractor shall deploy trained manpower. The Contractor shall also undertake at its own expense in consultation with the UNIVERSITY, a Continual updating of skills and processes and procedure to be followed by the Security Staff provided to the UNIVERSITY by organizing suitable training schedules for them. The Contractor shall also provide a tentative schedule /plan for training its staff for one year. A proper record of the training of its staff shall be maintained by the Contractor.
- o) The manpower supplied by the Contractor shall also be trained on the existing Fire detection and Alarm system and Fire Fighting Systems installed in the UNIVERSITY. In case of an outbreak of fire they should be able to undertake fire-fighting operations. The Staff selected for deployment will compulsorily undergo ON-SITE Training for at least 03 days under Contractor's arrangements and expense.



- p) The Contractor shall, annually, supply free of cost two pairs of uniforms (all weather) with shoes, socks, belt, P-caps, lane yard and name plate free of cost to the staff deployed by it. The UNIVERSITY shall not allow employee of the Contractor to work inside NSU Tirupati campus without uniform except in cases where-in specifically asked for. Contractor should ensure that the persons wear neat and clean uniform while they are on duty at NSU Tirupati campus. The Contractor shall provide the Identity card to each staff deployed in UNIVERSITY campus.
- q) The Security Guards and Security Supervisors shall be normally required to work for 8 hours on three shifts basis. No Security Guard/Supervisor will be allowed to perform double duty/continuous basis unless authorized by the Officer/s of the UNIVERSITY. Weekly off is mandatory for all as per Labour laws.
- r) The Contractor shall have a proper system for checking the guards on duty, day & night for every shift. Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. A daily report to be submitted to the Officer/s of the UNIVERSITY. The Contractor should supply Guard check Books to all guards post wise at its own cost.
- s) The Contractor shall nominate, at his own cost, one "Field Officer" experienced in the field of security for taking care of queries/matters relating to general discipline, incidents, and accidents relating to its employees and also for immediate interaction with the UNIVERSITY authorities. A monthly meeting with the area Manager will be held for follow-up.
- t) That no right, much less a legal right shall vest in the Contractor's staff to claim/have employment or otherwise seek absorption in the UNIVERSITY nor the Contractor's staff shall have any right what so ever to claim the benefits and for emoluments that may be permissible or paid to the employees of the UNIVERSITY. The staff will remain the employees of the Contractor and this shall be solely the responsibility of the Contractor to make it clear to their staff before deputing on work at NSU Tirupati campus.

## **8. Scope of Work**

The Contractor shall provide Security and Other Manpower Services to the UNIVERSITY at NSU Tirupati campus deploying fail-safe Security measures, providing early warning, and mobilizing trouble shooting elements. The items or situations that have to be covered by security manpower services of the Contractor are enumerated with important but non-exhaustive list as below:

- a) Protection of property and personnel (faculty, staff, students, official visitors and residents) of the UNIVERSITY against willful harm; It includes all the Gates, Administrative Building, Academic Areas, Activities Area, Hostels for Boys, Girls, and Research scholars, Guest House, Research Labs, Play grounds, Community Centers, Staff Quarters, Commercial Centers, and the Health Centre etc. of the UNIVERSITY.
- b) Protection of property, cash, documents and personnel of the UNIVERSITY and also in transit when so specified.
- c) Protection of office property and materials against loss, damage, theft, misappropriation, pilferage, fire etc. Protect property/cash/documents of the UNIVERSITY against burglary (where loss is due to entry after breaking the any entry lock/ door/window/grill).
- d) Regulate access control at gates, prevent miss-use of the UNIVERSITY grounds and facilities by outsiders, preventing trespassing, unauthorized parking, unauthorized



construction, squatting in the UNIVERSITY premises, and prevent vandalism. Ensure proper & timely reporting of violations to designated officer of the UNIVERSITY.

- e) Prevent loss on account of lapse in "access control measures" at Gates of the UNIVERSITY premises.
- f) Undertake fire-fighting operations with provided equipment.
- g) Regulate parking of vehicles in designated areas of UNIVERSITY premises.
- h) Provide security during official, social and religious functions of the UNIVERSITY.
- i) Conduct security audits/surveys/investigations/consultancies as per requirements.
- j) Conduct periodic security and fire-fighting training for its own staff and UNIVERSITY personnel.
- k) Adhere to the instructions given by the UNIVERSITY which may be modified from time to time by the Registrar or his nominee.
- l) Investigation of thefts, accidents or any other matter required from time to time.
- m) Carry out any other job assigned by the Registrar or his nominee in the interest of security of UNIVERSITY.

#### **9. Liabilities and Penalties**

The Contractor shall perform all the assigned jobs to the satisfaction of the UNIVERSITY and shall be liable for any loss or damage to UNIVERSITY as stated herein:

- a) Penalty at 1% of the monthly value of contract shall be imposed for non-commencement of contract from effective date for the delay of every week or part thereof in the commencement of the contract.
- b) Payment of wages made by the UNIVERSITY to the Contractor shall be disbursed by Contractor to its concerned staff on or before last working day of the respective month. Any delay beyond this limit in disbursement of salary will invite the Contractor to pay penalty of Rs 2000/- per day, to the UNIVERSITY.
- c) In case the Contractor fails to make timely payments to its employees, or any employee of the Contractor reports to the UNIVERSITY regarding non-payment of dues, as per wages agreed by UNIVERSITY as principal employer, the UNIVERSITY on being satisfied of the complaint shall pay the employees of the Contractor directly and suitable deductions shall be made from the amount to be paid to the Contractor and the contract shall be terminated.
- d) The Contractor is under obligation to submit EPF, ESI, GST, PT and Government Taxes deposit challans and ECRs of the previous billing month before 24th of next month, separately for its staff deployed at the UNIVERSITY premises. The reimbursement of the monthly bill of the respective head would be subject to the submission of the respective EPF, ESI, GST, PT and Government Taxes paid monthly challans and ECRs of previous billing month by the Contractor. Failure to submit the challans and ECRs as stated, penal deduction of Rs. 1000/- per day will be levied on Contractor and the administrative charges of Contractor will be withheld if Contractor defaults on above aspect consecutively for two months and written notice shall be given to the Contractor for termination of contract.
- e) Penalty at INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e., on (or) before 05th of every month (or) within three





- days of credit of salaries, whichever is earlier.
- f) Penalty at INR 1000/- per person per month will be charged from the Contractor, if the uniforms & shoes are not given within thirty days of award of the contract. Penalty shall be levied from the day of completion of thirty days.
  - g) Penalty at INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc., to the employees within thirty days of award of contract.
  - h) Penalty at INR 100/- per person per month will be charged for not submitting the police verification certificate of the employees within thirty days of the award of contract.
  - i) Non-compliance with statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.
  - j) None of the employees of the Contractor shall enter into any kind of private work at different locations of the UNIVERSITY during working hours or otherwise. The Contractor shall not put its employees in different shifts at other locations other than the UNIVERSITY. In case of any violations of this the Contractor shall be penalized by imposing a fine of Rs 5,000/- per employee per incidence.
  - k) In case any staff deployed by the Contractor found sleeping on duty Contractor shall be penalized by imposing a fine equal to one day billing of that staff.
  - l) The Contractor and its staff shall take due and required steps and precautions to preserve from loss, destruction, waste and misuse, the areas of responsibility given to them by the UNIVERSITY and shall not knowingly lend to any person or company, any effects or assets of the UNIVERSITY under its control.
  - m) In event of any loss being caused to the UNIVERSITY that is prima-facie on account of the negligence and/or dereliction of duties by the Contractor or its staff, a Joint Committee comprising of a representative of the UNIVERSITY and Contractor shall determine whether the loss is on account of unsatisfactory performance of the Contractor and in that case, it will also determine the compensation to be paid to the UNIVERSITY by the Contractor. The recommendations of the Joint committee will be subject to the approval of the UNIVERSITY Registrar or his nominee.
  - n) The liabilities up to Rs. 1 lakh will be met by the Contractor and for the liabilities more than Rs. 1 lakh Contractor may make good such a loss through an insurance cover, which would specifically enable payment of compensation to UNIVERSITY for the losses suffered due to negligence or poor performance by the Contractor, and the compensation will be as per Insurance rules. Alternatively, it should be covered by the Contractor himself.
  - o) The Contractor will not be held responsible for the damages caused due to natural calamities like lightening, earth quake, floods, etc.
  - p) The Contractor shall not be allowed to change its name and style after the award of the contract.
  - q) The last payment of the Contractor will be cleared only after ascertaining that no liabilities are pending on his part.



**10. Jurisdiction**

This agreement is subject to Tirupati Jurisdiction. In case of any dispute, only Tirupati Courts will have jurisdiction.

**11. Termination**

- a) On giving one month notice by the UNIVERSITY OR
- b) On giving three months' notice by the Contractor OR
- c) On the expiry of the contract, without any notice OR
- d) On giving one month notice by the UNIVERSITY, at any time during the tenancy of contract, in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services OR
- e) On Contractor being declared insolvent by the competent Court of Law, without any notice OR
- f) On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the Contractor to any third party or for sub-letting the whole or a part of the contract to any third party, without any notice.

Provided that during the notice period for termination of the contract, in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period. In case of termination of contract on the grounds mentioned at Sr. No (d) above OR in case the Contractor decides to conclude the contract before the expiry of twenty-four months contract period without giving three months' notice as mentioned at Sr. No (b) above, the Contractor shall forfeit the Security Deposit and Bank Guarantee held with the UNIVERSITY and the Contractor shall not have any claim/right against the UNIVERSITY in satisfaction of this condition.

\_\_\_\_\_  
Registrar  
National Sanskrit University,  
Tirupati

\_\_\_\_\_  
M/s \_\_\_\_\_  
\_\_\_\_\_.

PARTY OF THE SECOND PARTY-  
CONTRACTOR

PARTY OF THE FIRST PART-  
UNIVERSITY

WITNESS-1  
Signature \_\_\_\_\_

WITNESS-1  
Signature \_\_\_\_\_



Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

WITNESS-2

Signature:

WITNESS-2

Signature:

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

