Total No. of pages in tender document: () pages

TENDER FORM



ADMINISTRATIVE OFFICE SRI VENKATESWARA VETERINARY UNIVERSITY TIRUPATI- 517502



E-PROCUREMENT TENDER NOTICE

Tender Notice No. 70/OP/2020

Dated:13.01.2020

Tender ID on e-procurement website: 309470

E- Procurement tenders are invited from the reputed/experienced (minimum 3 years experience) labour contractors having registration with Labour and Central Excise Departments, District Collector and having EPF,ESI Numbers and experience in similar field for providing Security Supervisor and Security services round the clock at SVVU Tirupati premises. Details are as follows:-

1)	Tender document online opening date	20.01.2020 - 11.00 AM
2)	Tender document online closing date	27.01.2020 - 4.00 PM
3)	Bid- Submission Online closing date	30.01.2020 - 4.00PM
4)	Submission of all the uploaded documents (Hard Copies) at the Administrative Office SVVU Tirupati	30.01.2020 - 4.00PM
5)	Bid online opening date at the Administrative Office SVVU Tirupati	After closure of the bid submission online

- Bidders shall have APTS Registration (for details log on to www.apts.gov.in)
- For details visit <u>www.apeprocurement.gov.in</u>

For any clarification, please contact: +91-9989077834

Sd/- Dr D. SRINIVASA RAO REGISTRAR Administrative Office SVVU

Tirupati

GENERAL TERMS AND CONDITIONS

- 1. Tenders will be accepted through on-line up to <u>30.01.2020</u> until 4.00 PM by the Registrar, SVVU Tirupati for providing Security Supervisor and Security services round the clock at Sri Venkateswara Veterinary University Campus Tirupati
- 2. All the interested bidders have to mandatorily log on to e-procurement web site through Secure mode only and submit their bids using digital certificates (signing certificate –single key pair) obtained from Andhra Pradesh Technology Services Ltd. [APTS Sub CA] in-compliance to Chapter III of IT Act 2000. The details and procedure for obtaining digital certificates is given at https://tenders.apeprocurement.gov.in.
- 3. The tenders are invited for Providing Security Supervisor and Security services at Sri Venkateswara Veterinary University Campus Tirupati.

SUBMISSION OF THE ON-LINE TENDER FORMS

- 1. Tenders have to be submitted in two parts in ONLINE in the prescribed proforma i.e., Technical Bid (Part. I) and Financial Bid (Part.II).
- 2. Financial Bids of those Tenderers who qualify in Technical Bid will only be considered for finalization of the tender.
- 3. The Tenderer may please note that all the columns in the Technical Bid are to be filled in meticulously with precision, with documentary evidence wherever necessary.

THE SCHEDULES FOR OPENING OF TENDERS THROUGH ONLINE ARE:

30.01.2020 at 11:00 AM	Opening of Technical Bids i.e. Part-I	
	Financial bid will be opened after finalization of technical bid on the same day – 4.00 pm	

1. The dates scheduled for RECEIPT and OPENING of tenders are fixed and will not be changed under any circumstances. However the Registrar, SVVU Tirupati has reserves the right of postponement of the date of opening of Tenders or date of opening of financial bids in the event of any unforeseen reasons.

- 2. The Registrar, SVVU, Tirupati is "Not Responsible" for non receipt of tenders or late uploading of tenders on online for any reason, whatsoever.
- 3. Failure to fill and sign the declaration and check slip shall make tender invalid

DOCUMENTS TO BE ELECTRONICALLY ATTACHED:

1. All the documents are arranged in the serial order, (*Serial Numbers and Page Numbers should be indicated on the right side top of the corner*) then uploaded to the e-procurement web site i.e., https://tenders.apeprocurement.gov.in.

Sl. No Code No. Name of the Document

1	E-I	DD of Application cost of Rs.1000/-		
2	E-II	DD of Earnest Money Deposit Rs.20,000/-		
3	E-III	Part -A		
4	E- IV	Declaration Form		
5	E-V	Undertaking form		
6	E-VI	Certificate of Registration with Labour Department under Shops and Establishment Act, validity of		
		Registration etc.,		
7	E-VII	PAN/TAN number (attested copies are to be		
,		enclosed) PAN should be in the name of firm only		
		but not on individual's name.		
8	E-VIII	ST Clearance Certificate, payment particulars for		
		preceding two years along with supporting		
		Documents. (2015-16 & 2016-17)		
		GST Certificate		
9	E-IX	Annual Turnover Assessment order for the preceding		
		two years (2015-16 & 2016-17) certified by		
		Commercial Tax Officer / Chartered Account		
10	E-X	Copies of balance Sheet, Profit and loss Account for		
		last two years i.e. (2015-16 & 2016-17) duly certified		
		by the Auditor		
11	E-XI	Certificate of EPF Registration Number/Code number		
12	E-XII	Certificate of ESI Regulation Number / Code number		
13	E-XIII	An Affidavit to be given to the effect that firm is not		
		blacklisted by any Govt Dept. or any criminal cases		
		registered against the firm or its owner/partner		
		anywhere in India.		
14	E-XIV	Certificate approved by the District Collector/		
		District Employment officer in the empanelled list.		
		District Employment officer in the empanelled list.		

15	E-XV	Length of experience in the field in dealing with Government departments in the relevant field (indicate the names of the departments and years of dealing with those departments and attach copies of contract orders placed on the firm/agency duly
		attested by a Gazetted Officer
16	E-XVI	BIS / ISO/ CE issued by the Competent Authority

- 2. The Tenderers are requested to submit the following for verification on or before 30.01.2020 until 4 PM physically or by post. The SVVU Tirupati is not responsible for any postal delay.
 - a) Check slip of all the documents uploaded
 - b) Copies of all the documents, which were uploaded
- <u>Note:</u> This is only for cross verification of the uploaded documents. Any required document failed to upload, the bid shall become invalid, even though documents are produced physically.
- 3. All the enclosed documents shall be in English or Hindi or Telugu, *If Any Document is produced in any Language Other than English or Hindi or Telugu, True Translation copies of such documents in English Shall be enclosed duly attested by a Gazetted Officer.* Failure to submit English translation of such documents shall make tender invalid. All Originals are to be presented at the time of scrutiny for verification.

TRANSACTION FEE

- All the participating bidders shall pay a transaction fee (non-refundable) to M/s APTS, Hyderabad and through on line. (0.03% of estimate contract value + GST as applicable). It is mandatory for all the participant bidders from 1st January 2006 to pay a Non-refundable Transaction fee electronically to the M.D., A.P.T.S, Hyderabad by the service provider through "Payment Gateway Service on e-Procurement platform".
- 2. All the bidders shall invariably upload the scanned copies of DD/pay order towards application cost ,EMD along with the bid, in e-procurement platform and this will be the primary requirement to consider the bid responsive.
- 3. The DD/pay order should be deposited to this office while producing hard copies for verification.

CHECK LIST

S.No	Yes/No	Name of the Document	
1		DD of Application cost of Rs.1000/-	
2		DD of Earnest Money Deposit Rs.20,000/-	
3		Part-A	
4		Declaration Form	
5		Undertaking form	
6		Certificate of Registration with Labour Department under Shops and Establishment Act, validity of Registration etc.,	
7		PAN/TAN number (attested copies are to be enclosed) PAN should be in the name of firm only but not on individual's name.	
8		ST Clearance Certificate, payment particulars for preceding two years along with supporting Documents. (2015-16 & 2016-17) GST certificate	
9		Annual Turnover Assessment order for the preceeding two years (2015-16 & 2016-17) certified by Commercial Tax Officer / Chartered Account	
10		Copies of balance Sheet, Profit and loss Account for last two years i.e. (2015-16 & 2016-17) duly certified by the Auditor	
11		Certificate of EPF Registration Number/Code number	
12		Certificate of ESI Regulation Number /Code number	
13		An Affidavit to be given to the effect that firm is not blacklisted by any Govt Dept. or any criminal cases registered against the firm or its owner/partner anywhere in India.	
14		Certificate approved by the District Collector/ District Employment officer in the empanelled list.	
15		Length of experience in the field in dealing with Government departments in the relevant field (indicate the names of the departments and years of dealing with those departments and attach copies of contract orders placed on the firm/agency duly attested by a Gazetted Officer	
16		BIS / ISO/ CE issued by the Competent Authority	

S.No	Item	Description	
1	Department Name	Sri Venkateswara Veterinary University,	
	_	Tirupati	
2	FILE / NIT Number		
3	Tender Subject	Providing House Keeping and Sanitation	
		work and Maintenance of Garden on	
		activity basis at Administrative Office, Old	
		Administrative Office and Guest Houses at	
		Sri Venkateswara Veterinary University	
		Campus Tirupati.	
4	Cost of Tender Document	Rs.1000/-	
5	Tender Category	Providing workers on activity basis	
6	Tender Type	Open	
7	EMD amount	Rs.20,000/-	
8	Cost of tender& EMD	The Comptroller, Sri Venkateswara	
	payable	Veterinary University, Tirupati on any	
9	Bid Document	nationalized bank only 11.00 AM	
9	downloading	11.00 AM	
	Start Date		
10	Bid Document	04.00 PM	
10	downloadingend Date	01.001.01	
11	Last Date & Time for receipt	04.00 PM	
	of Bids		
12	Technical Bid Opening Date	11.00 AM	
	and Time(Qualification and		
	Eligibility Stage)		
13	Price Bid Opening Date and	Financial bid shall be opened after	
	Time (Financial Bid Stage)	finalization of technical bid	
	after finalization of technical		
	bid		
14	Place of Tender Opening	Administrative Office, SVVU Tirupati	
15	Tender Inviting / Opening	Registrar, SVVU Tirupati	
	authority		
16	Address/E-mail id	registrarsvvu@yahoo.in	
17	Contact Details/Telephone	9989077834	
18	Procedure for Bid	1. Bids shall be submitted online.	
	Submission	2. The participating bidders in the tender	
		should register themselves free of cost on e-	
		procurement platform in the website	
		http://www.apeprocurement.gov.in.	

NOTICE INVITING TENDER (Online version)

		Note: After tendering, all Bidders should submit the attested copies of the uploaded certificates along with original EMD to the Registrar, SVVU, Tirupati on or before <u>30.01.2020</u> 4:00 PM , failing which their tender will be summarily rejected. Transaction fee on e-Procurement Platform: All the participating bidders shall pay a transaction fee (non-refundable) as mentioned in the NIT payable to M/s APTS, Hyderabad and through on line. (0.03% of estimate contract value + GST). It is mandatory for all the participant bidders from 1 st January 2006 to pay a Non- refundable Transaction fee electronically to the M.D., A.P.T.S, Hyderabad by the service provider through "Payment Gateway Service on E-Procurement platform". The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e- procurement platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-procurement platform
19	General Terms and Conditions	AS PUBLISHED IN THE TENDER DOCUMENT

REGISTRAR Sri Venkateswara Veterinary University Tirupati The Registrar, Sri Venkateswara Veterinary University, Tirupati – 517 502.

- Sub:- Submission of tender for providing Security Supervisor and Security services on activity basis at SVVU Campus, Tirupati Regarding.
- 1. I/We ______ have read the tender documents, terms & conditions, undertaking, declaration and hereby accept/abide by the terms & conditions of the above tender schedule/documents.
- 2. I/We offer to provide the Security Supervisor and Security Guards/services at Sri Venkateswara Veterinary University campus, Tirupati at the rates quoted by me/us in the tender schedule attached and hereby bind myself/ourselves to undertake the above work within the time period stipulated in the tender.]
- The EMD of Rs. 10,000/- for providing Security Supervisor and Security services on activity basis at Sri Venkateswara Veterinary University campus, Tirupati vide D.d. No. ______, dated: ______ of (Bank) ______ drawn in favour of the Comptroller, SVVU, Tirupati is herewith enclosed.
- 4. I/We agree for the forfeiture of full value of EMD without prejudice to any other rights or remedies if I/we withdraw the offer before a final decision on the tender is taken.
- The cost of tender document (non- refundable) of Rs. 1,000/- (Rupees one thousand only) vide D.D. No. _____, dated: ______ of Bank ______ drawn in favour of the Comptroller, SVVU, Tirupati is herewith enclosed.

Yours faithfully,

Signature with seal of Tenderer

Date:

Encl: Tender document

То



Tender for providing Security Services at SVVU campus, Tirupati

S.No	Particulars	To be filled in by the Tenderer
1	Name of the firm/contractor/Agency and detailed	
	office address of the agency/firm with office	
	telephone number, e-mail address, FAX number	
	and mobile number and name of the contractor	
2	DETAILS OF EMD: (i) Amount	Rs.
	(ii) DD No. & Date	
	(iii) Issuing Bank	
3	Date of establishment of the firm/Agency	
4	Whether registered with Labour Department	
	under shops and establishment act, validity of	
	Registration etc.	
5	PAN/TAN number (attested copies are to be	
	enclosed) PAN should be in the name of firm only	
	but not on individual's name.	
6	GST Registration Number	
	(Attested copies are to be enclosed)	
7	EPF Registration Number/code number	
	(Attested copies are to be enclosed)	
8	ESI Regulation Number / code number	
	(Attested copies are to be enclosed)	
9	An Affidavit to be given to the effect that the firm	
	is not blacklisted by any Govt Dept., or any	
	criminal cases registered against the firm or its	
	owner/partner anywhere in India.	
10	Length of experience in the field in dealing with	
	Government departments in the relevant field	
	(indicate the names of the departments and years	
	of dealing with those departments and attach	
	copies of contract orders placed on the	
	firm/agency duly attested by the Gazetted Officer)	
11	Whether the firm approved by the District	
	Collector/District Employment Officer in the	
	empanelled list	

DECLARATION

- 1. Certified that the information provided above is correct and complete to the best of my knowledge and belief and no false or incorrect information is furnished.
- 2. Certified that our agency/organization was not blacklisted anytime by any organization/office for deviating terms and conditions of agreement/for default for failure of disbursement of wages properly for non compliance of statutory obligations.
- 3. If the above declaration is found to be wrong at a later date, the agency/organization is liable for any action as deemed fit.

Date:

Signature with seal of Tenderer

Encl: Tender document

<u>Tender for providing Security Supervisor and Security services at Sri Venkateswara</u> <u>Veterinary University Campus, Tirupati</u>

The Tenderer is required to print the following undertaking on his/her letter head with date, signature, seal and submit along with tender.

UNDERTAKING

- 1. It is to certify that the final rates mentioned in the price schedule inclusive of minimum wage of Rs.5579/- PM per head (limiting to 8 hours of work a day per head limiting to 26 days in a month i.e 4 weekly offs) including providing of relievers for 4 weekly offs in a month, statutory obligations like EPF,ESI contributions and service tax etc., commission charges, supervision and other statutory expenditure like license fee, leave cum salary, administrative charges etc. The charges also include the expenditure towards uniform, seasonal clothing like raincoats jersey and other essential items like lathies, torches, etc. This also includes expenses on incidental to administration of agency.
- 2. I/We further undertake that I/We follow all the statutory rules like Minimum Wages Act, E.P.F. Act, ESI Act, Central Excise Rules etc., applicable to contract labour and we will be responsible for any labour problems arising out of Rules as specified by the appropriate Government authority from time to time and shall produce proof of challans for EPF, ESI on monthly basis & ST on quarterly basis.
- 3. I/We are ready to execute the contract with effect from the date stipulated by SVVU and sign in the contract agreement on non-judicial stamp paper of specified value.
- 4. I/We undertake to furnish a Security Deposit of sum equivalent to 2.5 % of probable annual contractual amount (subject to minimum of Rs.1,00,000/-) which is to be retained by SVVU for the entire period of contract which shall be refunded only after the satisfactory expiry of the contract agreement entered by me/us within three months. The Security Deposit and/or EMD will not carry any interest.
- 5. I/We will abide by all the terms and conditions laid down by SVVU.

Signature	:
Name	:
Designation	:
Address	:

Place: Date:



TENDER DOCUMENT FOR SECURITY

PRICE SHEDULE

(Should be filled in and printed on the letter head of the tenderer with date signature and seal an submitted along with the tender)

1.	Security Supervisor Honorarium of Rs. 15,000/- per month	Rs. 15056/-	
2.	Security Guards Basic wages for 01 persons per point @ Rs. 8330/-	Rs.8330/-	
	Minimum Wages :	= Rs. 23386.00	
	EPF @ 13%	= Rs. 3040.00	
	ESI @ 3.25%	<u>= Rs. 760.00</u>	
	Total :	= <u>Rs. 27186.00</u>	
	*Commission charges per Point (B)		To be quoted by contractor in lumpsum both in figures & words
	C = (A+ B)		To be filled by contractor both in figures & words
	D) GST @ 19% on "C") or as per Govt norms		To be filled by contractor both in figures & words
	E(Gross amount per point per month i.e. C + D for 24 hours in a day		To be filled by contractor both in figures & words
	*Commission charges sh by DDO, incidental & ot		ties including IT deductable

Note : If more number of bidder quoted the same amount the selection of Contractor will be decided based on their past experience in the similar work, quality of services provided in the relevant field and his credentials. <u>However, decision of the University in this regard is final</u>.



DECLARATION

I/We agree that the above quoted rate included the minimum wages of Rs. 15,056/- and Rs.5,579/- P.M + VDA 2751/- (applicable time to time) = Rs. 8330/- per month per head to Security Supervisor and Security services respectively and E.P.F., E.S.I, GST, weekly offs, incidental service/commission/ administrative charges, all other statutory obligations and relief of guards.

I/We agree for deductions towards I.T from the amount payable to us for providing services.

I/We agree to execute the contract in accordance with the provisions of the tender document.

Place: Date: Signature : Name : Address : Seal of the Agency:

Nature of Work:

Providing one Security Supervisor and 45 No.s (39 SG + 6 Reliever) Security services on activity basis at Sri Venkateswara Veterinary University Campus, Tirupati

Place: Date: Signature : Name : Address : Seal of the Agency:

Note: 1. All certificates enclosed shall be attested by Gazetted Officer

- 2. Wherever necessary enclose separate sheet if the space provided is not sufficient.
- 3. Income tax will be deducted at source from the Gross amount (excluding GST) of the bill at the rates applicable time to time.



Tender document for providing Security Supervisor and security services on activity basis at Sri Venkateswara Veterinary University, Tirupati Campus

Whereas the contractor is carrying on the business of work of providing Security Supervisor and Security services on activity basis with 46 persons at Sri Venkateswara Veterinary University, Tirupati on work contract basis as an activity and whereas the University is desirous of entrusting the same to Contractor.

Whereas the Contractor has agreed to undertake for providing Security Supervisor and Security services on activity basis at Sri Venkateswara Veterinary University campus, Tirupati to cater the needs of the University.

TERMS & CONDITIONS OF CONTRACT:

- **1.** The Contractor has to provide services at Sri Sri Venkateswara Veterinary University campus, Tirupati. The services to be provided by the firm/agency will be under the control and supervision of the Registrar, SVVU, Tirupati
- 2. The Contractor should pay minimum wages of Rs. 15,056/- per month to Security supervisor and Rs.5579/- PM per head with VDA 2751/- (applicable time to time) = Rs. 8330/- per month per head to Security workers as per Government norms issued from time to time under Minimum Wages Act. The Contractor shall not claim any amount more than the amount fixed by way of contract by the competent authority. The rates quoted will be valid for the entire period of contract and no hike will be admissible.
- **3.** The Registrar or any person authorized by him shall have right to extend the last date or cancel the tenders and call for fresh tenders.
- **4.** All precautions, conditions, rules and regulations to be followed will be given in writing/oral by the Registrar, SVVU, Tirupati.
- **5.** Any person authorized by the University shall have the power to supervise the work at any time. The Contractor and his workers should carryout the suggestions/instructions issued by the authorized by the University.
- **6.** In case of any accident or any injury sustained by any workman engaged in the performance of the work relating to the contract, all expenditure shall be borne by the Agency/firm and the Registrar, SVVU, Tirupati will not undertake any responsibility on this.

- 7. The Contract shall be initially for a period of one year from the date of entering into contract and shall terminate at any time without any notice. It is extendable for one more year basing on the performance of Agency during first year on mutual agreement. But the period shall not exceed 3 years at a stretch. The contractor has to enter into an agreement with University on Rs. 100/- Non-judicial stamp paper. The cost of executing the contract, such as stamp duty, drafting charges etc., shall be borne by the contractor. The contractor may be terminated even before the stipulated period by either party by giving the other one month's notice in writing. The terms and conditions of this tender shall be part and parcel of the contract executed by the agency whose tender is accepted.
- **8.** The Agency should be registered with Labour Department and should have EPF/ESI and Central Excise Registration Number.
- **9.** The valid labour license shall cover the entire period of contract. The person or agency submitting the offer must inform the University about the address of the registered office, telephone numbers etc., All correspondence shall be addressed to the office and it is deemed to have been received by the Contractor. It is the responsibility of the Contractor to renew his license and produce the same to the University authorities for the contractual period with the University; in other works, he should have valid labour license for the entire period of contract and produce it to the SVVU duly making renewals whenever required.
- **10.** The Contractor has to furnish list of workers with names, age, address etc., engaged by him.
- **11.** The firm shall at all time indemnify SVVU against all claims which may be made under the Workmen Compensation Act or any statutory rules modification thereof or rules of compensation payable in consequent of accident or any injury sustained by any workman engaged in performing the work relating to this contract.
- **12.** The quoted rates should be inclusive of statutory charges payable to Government by Contractor and Income-Tax deductable at the rates applicable from time to time
- **13.** No conditional Tender will be accepted.
- **14.** The agency/firm having any relative working in the University at any place can not submit tenders.
- **15.** The successful Tenderer shall abide by the terms and conditions as stipulated by AP Contract Labour Act.

- 16. In case of thefts, losses etc., successful Tenderer shall take up responsibility to undertake investigation of theft, losses, whenever such incidents occur. They should also coordinate with Police authorities for necessary investigation in case of any losses/theft or in other such cases. The losses if nay occurred due to negligence or disorderly behavior of the workers will be recovered from monthly bills. If such losses incurred exceeds the monthly bill, the agency shall make good of the loss sustained. Whenever the work entrusted is not satisfactory, the contractor should make alternative arrangements to replace the workers and see that the work shall not suffer by deploying more number of workers if necessary. In no case he should not deploy less number of workers than required.
- **17.** The successful agency shall pay the monthly wages to the personnel regularly through the bank to the SB Accounts of the persons engaged by him. The minimum wages specified by the Government for unskilled workers have to be paid by Contractor to the workers engaged by him. There should be no discrimination on payment of wages in respect of male and female workers if the nature of the work is same. The Contractor should not claim any amount more than the amount fixed by way of contract by the competent authority. The rate quoted will be valid for the period of contract and no hike will be admissible.
- **18.** It is the sole responsibility of successful agency to take precautions in implementing wages notified by the Government from time to time under Minimum Wages Contract Labour Act. The successful Contractor has to open an amount in Andhra Bank, Thummalagunta Branch, SVVU Campus, Tirupati.
- **19.** Taxes, if any to be paid to the Government of A.P./Govt of India (as the case may be) are to be borne by the agency only. The Contractor has to pay GST to Govt of India @ 18% or as applicable from time to time on the gross amount of the bill and no exemption will be allowed to pay the GST. The Contractor shall have to indicate in his bill that billed amount is inclusive of GST payable to Government of India. The Contractor has to produce proof of challans of previous month along with the succeeding month wages bill.
- **20.** The Contractor has to bear statutory obligations like EPF, ESI and the University will not undertake any responsibility on this. The Contractor has to pay EPF @ 13% (12% employer share) (3.67% EPF + 8.33 % FPF), 0.5% contribution towards EDLI, 0.65% towards administrative charges for EPF or applicable from time to time before 15th of the following month. The Contractor shall before taking any person into employment obtain a declaration in Form No. II ® of EPFO and Account number should be allotted to each member. The Contractor also has to pay 3.25% ESI contribution.

- **21.** The Contractor has to provide statement of particulars of Employer's and Employee's share of EPF and ESI remittances made by him with names etc., every month. The Contractor shall deduct Employee share of EPF (12%) and ESI (1.75%) from wages and remit to EPF and ESI authorities and produce proof of challans for employer and employee contribution with particulars of names etc., to the Office while claiming subsequent month's bill. But the employer share of EPF and ESI has to be borne by Contractor from the bill amount claimed by him and the same cannot be deducted from wages of employees. If any defaults, delay in this statutory payments shall be treated seriously.
- **22.** The agency shall provide the persons having the knowledge of local language.
- **23.** The Contractor will be responsible as employer in maintaining records and shall maintain all records furnished under Contract Labour (R & A) Act, EPF Act, ESI Act and records under various acts. Rules applicable to the contract which should be made available to this office when demanded.
- **24.** Corrections if any must be attested. All final amounts shall be indicated both in words as well as in figures. Where there is a difference between the amount quoted in words and figures, the amount quoted in words shall prevail. The Contractor will produce records before the Registrar or his/her authorized representative every following month to the effect that he has paid wages to his workers and also comply with the provision of the Employees Contract Labour (R & A) Act and Miscellaneous Provisions Act.
- **25.** The Registrar reserves the right to forfeit the EMD of Contractor on account of non-compliance of terms and conditions. Premature withdrawal from the tender or non-payment of security deposit which is payable at the time of entering into agreement, the decision of the Registrar shall be final in this regard. The university reserves right to increase or decrease number of security points as per the requirement from time to time and the successful tenderer shall not have objection for such demands from the University
- **26.** The workers engaged should be strong, stout, intelligent alert and mentally sound and they will be deployed subject to medical checkup before resuming duty at SVVU Tirupati. The workers engaged shall be disciplined with sound character. The Contractor shall not employ any person below the age of 21 years and more than 58 years and shall not engage female workers between 7.00 pm and 6.00 am. They should be able to speak or write Telugu and should be at least 8th standard pass. The security personnel engaged shall be disciplined with sound character and good service record. The trained Head Guard and trained civilian guard should qualify the following minimum standards.
 - Minimum height 1.63 mts(5'.5')

٠	Chest	-	0.75 to 0.80 mts(30" - 32")
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- Weight 50 kgs(110 lbs)
- **27.** The Contractor shall not transfer or assign the said workers to sub-contractor or to any other party.
- **28.** It is also the responsibility of security personnel not to allow outside animals like cows, buffaloes, sheep etc., in the university premises. The agency hall maintain incoming and outgoing registers for visitors and necessary registers for transaction of materials/goods/vehicles/tankers and other registers as demanded by the university. The agency shall maintain the duty resisters at each point for verification of security Supervisor or any officer authorized by the university.
- **29.** The workers engaged by Contractor to whom the contract is given, shall be deemed to be servants or employees of the Contractor and such staff shall not be considered or deemed to be employees or servants of the SVVU Tirupati
- **30.** The contractor will comply with all the provision regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation and Abolition) Act, 1970 and also orders issued by Govt of Andhra Pradesh framed there under and for its non-compliance, the contractor shall only be responsible for penalties levied by the appropriate authority under the act. The Contractor shall also be liable to comply with all other labour and industrial laws and such other acts and statutes including Factories Act, Payment of Bonus Act, Payment of Gratuity Act, EPF Act, ESI Act, Minimum Wages Act, Workmen's compensation Act and Industrial Dispute Act etc. Deposition of PF contribution, ESI contribution regularly is the responsibility of the Contractor at his/her own expenses. Any default in compliance violation of any laws or contravention of any of the provisions referred to above, the Contractor shall alone be held responsible.
- **31.** This office shall also be not liable for breach of any labour laws or any other laws in force by the Contractor or the persons deployed on duty. The agency is required to comply with all the legal liabilities and if the agency is found failing to comply the provisions of various acts applicable, the University can ask for the records for inspection and the agency is required to comply with all the liabilities to discharges and in case of any failure on the part of the agency, the University shall withhold payment of its bill (s).

- **32.** The Registrar, SVVU, Tirupati shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the contractor, The Registrar, SVVU, Tirupati shall also be not liable for breach of any labour laws or any other laws in force by the contractor or the persons deployed on duty. The person or agency to whom the contract is given will not be entitled for any other allowances or benefits which are not included in the contract.
- **33.** The persons(s) engaged by Contractor shall provide uniform and laminated identity card affixing latest photograph giving details of Name, Age, Designation, Name of the Agency, blood group and other details duly signed by the Contractor of his/her representative. Only such of the persons who are issued with identity cards by the Contractor will be allowed to enter into Office premises.
- **34.** The contractor shall ensure that the security guard(s(wear uniform and uniform kit like whistle, leather shoes, belts, laathi, jersey/cover, rain coat torches, shoulder badges, cap with monogram are supplied to the security guards and the university shall not be liable to supply uniforms, dress or any other material. In case the person so deployed is found to be "not alert" or "not In proper uniform dress" or commits any breach or any of the terms and conditions of the contract. University will have the right to impose any punishment or fine upto Rs.1,000.- on the contractor/agency. In case of the defaults, the university has right to terminate the contract by giving notice of seven days.
- **35.** In case of defaults, the Registrar, SVVU, Tirupati has the right to terminate the contract by giving notice of seven days.
- **36.** The Registrar, SVVU, Tirupati will have privity of contract with the Contractor only and will give instructions to him and will have nothing to do or be concerned with the conditions of employment for the workers working for the contractor.
- **37.** The University will not retain any control, on payment or the manner of the discharge, dismissal or retrenchment or re-employment of the workers engaged/employed by the Contractor.
- **38.** In case, the Contractor of his/her workers are allowed to work at the premises of the SVVU, the Contractor will have no right or lien whatsoever upon the premises and the Contractor and his/her workers will move out of the premises at instance of the orders of the Registrar, SVVU, Tirupati

- **39.** The Registrar, SVVU, Tirupati will not in any manner be responsible for any act, omission or commission of the workers engaged by the Contractor and no claim in this respect will lie against the University. If any such claim is made against the University by any worker or his heirs engaged/employed by the Contractor, which the University is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the Contractor working at the University premises or otherwise, the Contractor will be liable to identify/reimburse to the University all the money paid in addition to the expenses incurred by him/her
- **40.** List of records maintained by the Contractor for operations in this office should be produced to the registrar, SVVU, Tirupati. These records are subject to scrutiny/inspection by the authorized officer of the University.
- **41.** The Registrar, SVVU, Tirupati reserves the right to terminate the contract after giving notice in case of breach of any terms and conditions of tender and contract.
- **42.** The University shall not be liable for any illegal action or omission made by the staff of the Agency. In case of any loss or damage caused to the University on account of any act, omission, negligence on the part of the Agency and or its representative etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the Agency or its agents/representative in the compliance of provision thereof or in carrying out, executing, performing or fulfilling any of its obligations or operations hereunder, the Agency shall be liable to make good such loss or damage determine by the University and shall not be open to any question by the Agency's bills which may become due and payable to the Agency in terms thereof from the University. If the amount of such loss or damage is not recovered or paid by the Agency forthwith on demand, the Agency shall be liable to pay the said amount with interest @ 18% per annum thereon from the date of demand till the date of actual payment.
- **43.** The University shall also reserve the right to demand the change of personnel if their services are not found to be satisfactory in addition to levying penalties as per the terms and conditions of this agreement. If the service continued to be unsatisfactory, the University shall exercise its right to not only recover the damages but also to terminate the agreement and replace the service provider.

- **44.** The Agency shall be absolutely responsible and liable for any personal injuries or death or property damage or losses suffered to the University due to negligence of the contract personnel in their performance of the services required under the Agreement. The University shall not be liable to offer legal services for the offences if any, committed by any staff of the Agency to whom the contract is given.
- **45.** The Contractor should maintain register of wages (Form 10) in the following format and make it available for verification by the University.
 - 1. Name of Establishment
 - 2. Place
 - 3. Designation / Nature of work
 - 4. Wages period from_____ to ___
 - 5. Name of the Worker / Employee
 - 6. Father's/Husband's Name
 - 7. Minimum rate of wages
 - 8. Rates of wages actually paid
 - 9. Total Attendance
 - 10. Gross wages payable
 - 11. Deduction towards employee contribution of E.P.F.
 - 12. Deduction towards employee contribution of E.S.I.
 - 13. Total Deductions
 - 14. Wages paid
 - 15. Employers contribution to EPF
 - 16. Employers contribution to ESI
 - 17. Signature or thumb impression of the Employee
- **46.** The Contractor should issue wage slips (Form 11) in the following format to workers and produce an additional copy of same to University
 - 1. Name of Establishment
 - 2. Place
 - 3. Designation / Nature of work
 - 4. Wages period from _____ to _____
 - 5. Name of the Worker / Employee
 - 6. Father's/Husband's Name
 - 7. Minimum rate of wages
 - 8. Rates of wages actually paid
 - 9. Total Attendance
 - 10. Gross wages payable
 - 11. Deduction towards employee contribution of E.P.F.
 - 12. Deduction towards employee contribution of E.S.I.
 - 13. Total Deductions
 - 14. Wages paid

- 15. Employers contribution to EPF
- 16. Employers contribution to ESI
- 17. Signature or thumb impression of the Employee
- **47.** The work is purely on contract basis and will not involve regulations of services work. The Contractor should not allow workers to participate in trade union activity or allied activities in any manner directly or indirectly in the premises.
- **48.** If negligence in work, indiscipline or disorderly behavior is noticed, the Contractor has to make immediate alternative arrangements. No work should suffer in this office and Contractor should make necessary arrangements as directed by the Registrar, SVVU, Tirupati from time to time. This office will not be responsible for any omission or commission of any acts amounting to misconduct/misbehavior, damage etc., during the course of work.
- **49.** If any equipment/furniture/utensils/tools/other items are lost or damaged by negligence or disorderly behavior, the cost of the same will be recovered from Contractor's payment bills.
- **50.** The workers should abide by such conditions stipulated by this office from time to time and they should not smoke within the premises and must not work in a drunken state.
- **51.** The Contractor should submit demand draft for Rs. 20,000/- in favour of Comptroller, SVVU, Tirupati towards EMD. The EMD of unsuccessful tenders will be refunded after finalization of tenders. The EMD of successful Tenderer shall be adjusted to security deposit and balance amount of security deposit if any, has to be paid by the successful Contractor.
- **52.** The Successful Tenderer has to enter into an agreement on on-judicial stamp paper worth of Rs. 100/- and should deposit 2.5% of annual contractual amount with a minimum of Rs. 25,000/- as Security deposit through a Demand Draft drawn on any nationalized bank in favour of the Comptroller, SVVU, Tirupati. The security deposit shall be refunded to the agency with no interest after successful completion of contract period duly deducting the losses if any incurred during the contract period. The successful Tenderer have to submit photocopies of EPF (with employees share and employer's share) ESI and GST challans for payment of subsequent bills.
- **53.** The interested Tenderers can visit the premises of SVVU campus, Tirupati during the working hours to ascertain the quantum of work from the Registrar, SVVU, Tirupati

- **54.** The Contractor should make himself personally available whenever summoned by the Registrar, SVVU, Tirupati and he shall be responsible for proper supervision of work. No work should suffer in the SVVU campus, Tirupati under any circumstances and contractor should make necessary arrangements as directed by the Registrar, SVVU, Tirupati from time to time. The Contractor should invariably meet the Registrar, SVVU, Tirupati at least once in a fortnight to have review on the entire services and arrangements.
- **55.** The courts situated in respective places have exclusive jurisdiction in case of any dispute arising out of this contract/agreement. In the event of any question, dispute or difference arising under these conditions or any conditions contained in the work order or in connection with this contract the same shall be referred to the sole arbitration of the Registrar, SVVU, Tirupati or some other person appointed by him/her. The award of the arbitrator shall be final and binding on the parties to this contract.
- **56.** The payment will be made to the Contractor every month on monthly basis within 7 days from the date of receipt of claim on completion of the month base done satisfactory services after deducting the IT. Income Tax at the rate of 2% on gross amount of bill (excluding GST) or as per the rates applicable from time to time shall be deducted from payment due to Contractor every month as per section 194C of Income Tax Act and same will be remitted to IT authorities by this office. This office will arrange payment on monthly basis as per approved rate in one lumpsum, once in a month and it is the responsibility of Contractor to make statutory payments like EPF. ESI and GST etc. The Contractor should arrange prompt payment from this office.
- **57.** The Contractor has to render services at the Registrar, SVVU, Tirupati and quote rate in lumpsum for the activities wherever necessary.

REGISTRAR SVVU, TIRUPATI