



Thursday, the 28<sup>th</sup> February, 2019

## Regulation No. 2 /2019

### PROVIDING SECURITY ARRANGEMENT ON CONTRACT BASIS IN THE UNIVERSITY CAMPUS REGULATION, 2019

Whereas it is expedient to frame the Regulation for providing security arrangement on contract basis in the University Campus, the Management Council is hereby pleased to make the following Regulation :

- 1) This Regulation may be called 'Providing security arrangement on contract basis in the University Campus Regulation, 2019'.
- 2) This Regulation shall come into force with effect from the date of its approval by the Management Council.
- 3) Definitions :
  - i) "University" means Sant Gadge Baba Amravati University established by Amravati University Act, 1983 and mentioned in the schedule of Maharashtra Public Universities Act, 2016".
  - ii) "Registrar" means Registrar of the University appointed under the provisions of the Maharashtra Universities Act, 2016'.
  - iii) "University Campus" means the area comprising the University Campus.
  - iv) "Account Code" means the Maharashtra Universities Account Code 2012.
  - v) "Contractor" means a person or agency engaged for providing security arrangement on contract basis to the University Campus by Account Code.
- 4) The Registrar shall invite the tenders/quotations **from the registered Govt./Private agency** as per procedure laid down in the Accounts Code for providing security arrangement on contract basis.
- 5) The Contractor shall provide the security guards on the points as decided by the Registrar as per the recommendations of **Security Officer** from time to time.
- 6) A visit register will be kept on every checkpoint and the Contractor shall record the attendance of the security guards during day and night. The Contractor shall submit the monthly report to the **Security Officer**.
- 7) The Contractor shall execute the agreement with the Registrar in the format approved by the Management Council from time to time.
- 8) The Contractor shall be required to deposit Earnest Money Deposit in the University as per the provision of Account Code along with application for the contract. The amount will be retained refunded after satisfactory completion of contract. In case of rejected tenders, the amount will be refunded within two months. **The certificate of exemption for EMD be submitted if applicable.**
- 9) The tenderer shall submit along with tender the experience certificate, registration certificate under Shops and Establishment Act as a Security and Detective Agency and any other relevant certificates required in the tender form.
- 10) The Contractor will have to submit Solvency Certificate (**Nationalised Bank, Post Saving Certificate, Cash in the name of Registrar, Sant Gadge Baba Amravati University**) worth, **15%** of the value of contract.
- 11) The Contractor shall be bound to provide guards at the accepted rates as above throughout the period of contract.
- 12) The Contractor should be registered under Bombay Shop and Establishment Act, 1940, and renewal of the same shall be done by the Contractor prior to expiry of registration.

- 13) The Contractor shall register his name to the Labour Commissioner to get the work done from the security guards in respect of the security of the University property and submit a copy of registration certificate of the University.
- 14) The Contractor shall keep overall supervision/control on security guards engaged by him for the security of the University property.
- 15) The Contractor shall make selection of the efficient, physically strong and stout security guards who will not be less than 21 years and more than 55 years of age and appoint them with an appointment order and shall submit a copy of the appointment order to the University.
- 16) The monthly payment of Security guards should be made to the Bank by the contractor for which the contractor has to open individual Bank Accounts with Zero balance of Security guards and inform their Account numbers in writing to the Registrar/Finance & Accounts Officer of the University accordingly and also the Contractor should submit a copy of the pay bill with the signatures of the Security guards to the University every month within 5 days after the payment alongwith certified copy of bank account.
- 17) An agreement for appropriate value on stamp paper of **Rs.500/-** shall have to be executed with the Registrar before commencement of security contract. The stamp fees will be borne by the Contractor.
- 18) It shall be the sole responsibility of the Contractor to guard and patrol the **entire property ( Building, Equipments, Sport Grounds, Garden's material, etc.)** in the University campus during the entire contract period and the security staff will attend along with identity cards with photographs.
- 19) Torch, Whistle, Uniform, Shoes, Stick (lathi) & other required items as prescribed by the University will have to be provided by the Contractor.
- 20) In the event of any loss or damage to University property, material etc., as per section 135 of Maharashtra Public Universities Act, 2016., the Contractor shall be solely responsible to inform the University Office immediately.
- 21) The Contractor shall make good the loss/damage caused, if any, to the University property/ Materials, valuables as a result of negligence of duties of a security guard within a specific period. The cost of the damages/lost material decided by the Registrar will be recovered from the Contractor. In case the amount of security deposit is less than the amount of recovery then such loss shall be recovered from the Contractors personal property.
- 22) It will be the sole responsibility of the Contractor to observe and abide by the Labour Act such as Workman Act & other Minimum Wages Act and other Regulations framed by the Govt. from time to time The **University** will not be responsible for the violation of the Acts, Rules and Regulations framed by the Government in this regard by the Contractor.
- 23) The Contractor alone, and not the University, shall be responsible for any accident (fatal or non fatal) or injury or any claim caused to the personnel employed by the Contractor for providing security services to the University.
- 24) If any type of misconduct, adverse report against the performance of the agency is reported, the Registrar shall be empowered to cancel the contract at any stage and the decision taken by him shall be final and binding on the Contractor.
- 25) Taxes (Direct/Indirect), shall be deducted as per rules from the Contractor's monthly bill.
- 26) Monthly bill in triplicate shall be submitted by the Contractor for payment. On certification for satisfactory service from the **Security Officer**, the bill shall be paid to the Contractor.
- 27) In any case, sub-contract of the contract will not be permitted.
- 28) In the event of failure of the Contractor to carry out the work during the contract period, the University shall get the work done-departmentally or from the other Contractor. Any loss incurred on this count shall be recovered from the Contractor.
- 29) The period of contract will be for a period of **24** months from the date of its commencement.
- 30) (i) While submitting tender by the Contractor, the preference will be given to such registered agencies of Ex-Serviceman / Ex-Policemen / Home Guards/educated unemployed ;

- (ii) The Security guards so engaged physically should be possesses minimum height of 5'6" inches and Chest size of 85 cm. with expanded 96 cm. minimum and have passed IXth or S.S.C. Examination and should be physically fit to perform the duty of security guards.
- 31) If engaged persons are from Military/Police they should submit their discharge certificate from their department.
- 32) The Contractor shall provide security on all days of the week and will provide the substitute guards to fill in the casual / sick and other leaves of the guards.
- 33) The Contractor shall be required to deposit 10% of total cost of contract towards security deposit. The EMD shall be converted into security deposit by additional amount Fix Deposit/Cheque/Demand Draft in favour of Finance & Accounts Officer. In case of failure of deposit the amount for security deposit with stipulated period as mentioned by University, the University may award the contract to subsequent lowest bidder.
- 34) The Security Guard so appointed by the Contractor to watch and ward the premises, building etc. shall be the employee of the Contractor and shall not be the employee of the University.
- 35) If the work, conduct of any security guard deployed by the Contractor is found unsatisfactory, such security guard shall be replaced by the Contractor immediately at no additional costs to the University.
- 36) The Contractor will have to comply all the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and Rule framed there under and to keep all the accounts and ledger's and record in accordance with the provisions of the said Act.
- 37) That if the Contractor commit default or failed to maintain the record in accordance with the provisions of the Contract Labour (Regulation and Abolition) Act and Rules framed there under, the Contractor will be responsible for the consequence arising there from.
- 38) If any, urgency arises, the Vice-Chancellor, may fixed the number of persons of Security guard to be engaged by the Contractor time to time.
- 39) In case of a dispute arising during the period of contract, the decision of the Vice-Chancellor shall be final.
- 40) All the disputes arising out of the rules under this Regulation shall be subject to settlement by Amravati Jurisdiction.
- 41) The agreement to be executed with the Contractor shall be in force for an initial period to be specified by the University from the date of execution of the agreement. However, it may be renewed at the discretion of the University, subject to such terms and conditions as may be specified by the University in this behalf.
- 42) The Contractor should make an arrangement of patrolling vehicles (four wheeler) along with person holding required license & walkie-talkie sets with each security guard and required license for operating walkie-talkie for patrolling and vigilance in the Campus.
- 43) In exceptional cases, the Vice-Chancellor of the University, on behalf of the Management Council, make any amendments in such Regulation/s.
- 44) The contract and agreement will be governed by the Rules, Regulations, Ordinance and Statute of University applicable from time to time.
- 45) If the services are found unsatisfactory or else the University can terminate the contract after issuing a notice.