

**THE TAMIL NADU Dr. M.G.R. MEDICAL
UNIVERSITY,CHENNAI – 600 032**

TENDER DOCUMENT NO.014

(Ref.No. SII(3)/63132/2017, Dated:25.03.2022)

Providing Security arrangements in the University Building, Vice-Chancellor's Residence, Department of Transfusion Medicine, Department of AYUSH, Virtual Library, University Library, Car Parking / Vehicle Stand Silver Jubilee Auditorium, Guest House, other construction areas, fixtures and fittings in its campus.

THE TAMIL NADU DR. M.G.R. MEDICAL UNIVERSITY, CHENNAI
69, ANNA SALAI, GUINDY, CHENNAI – 600 032.

Telephone No: 22353576, 22353577, 22353578 and 22353579

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Tender Doc.No.014/2022

Dated : 25.03.2022

1. DUE DATE AND TIME:

Sealed Tenders are invited by the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai 600 032 from the reputed firm for Providing Security arrangements in the University Building, Vice-Chancellor's Residence, Department of Transfusion Medicine, Department of AYUSH, Virtual Library, University Library, Car Parking/Vehicle Stand, Silver Jubilee Auditorium, Guest House, other construction areas, fixtures and fittings in its campus as per the specifications indicated in the Annexures III of the Tender Document. The Sealed Tenders should reach the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai 600 032 on or before 2.00 p.m. on **16.05.2022 (Monday)** Tenders received after the due date and time will be summarily rejected.

2. MODE OF DESPATCH:

The Sealed Tender should reach the Registrar, The Tamil Nadu Dr. M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai 600 032 by designation and should be sent only in sealed covers by Registered Post with Acknowledgment Due or by Courier or In person and the University shall not be responsible for any delay in transit in such cases. Tenders received in ordinary covers without duly sealed by Sealing Wax and without superscription will not be considered.

3. SUPERSCRPTION:

The Sealed Tender cover (2 cover system) containing 2 covers viz. (1) technical bid (2) commercial bid) should be super-scripted as "Providing Security arrangements of this University". The Tender covers (2 cover system) received without such

superscription and seal will not be considered and will be summarily rejected. Further the tenders submitted by Facsimile (Fax) or by Electronic Mail will not be accepted. The Tenderer shall be responsible for proper super scribing and sealing the cover in which the Tender is submitted to the University and the University shall not be responsible for accidental opening of the covers that are not properly super scribed and sealed as required in the Tender Documents before the time stipulated for Tender opening.

4. **EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE:**

Each Tender should be accompanied by an Earnest Money Deposit of **INR.25,000/- (Rupees Twenty Five Thousands Only)** for Providing Security arrangements in the University Building, Vice-Chancellor's Residence, Department of Transfusion Medicine, Department of AYUSH, Virtual Library, University Library, Car Parking/ Vehicle Stand, Silver Jubilee Auditorium, Guest House, other construction areas, fixtures and fittings in its campus by way of Demand Draft drawn in favour of "The Registrar, Tamil Nadu Dr. M.G.R. Medical University, Chennai" payable at Chennai. The Tender Documents received without EMD will be summarily rejected. The above EMD amount held by this University till it is returned to the Tenderer will not earn any interest therefor. The Earnest Money Deposit of the unsuccessful Tenderers will be returned after the acceptance of the successful Tenderer at the expenses of the Tenderers within a reasonable time consistent with the rules and regulations in this behalf. The Earnest Money Deposit of the successful Tenderers will be adjusted towards Security Deposit and will be returned only after the successful completion of the Tender period. The EMD/SECURITY Deposit amount can also be made through RTGS/NEFT as per the bank details furnished below:

Bank : Indian overseas Bank
Account No .: 167901000000666
IFSC Code : IOBA0001679
Branch : Dr.M.G.R. Medical University Branch

The Earnest Money Deposit of the successful Tenderers will be returned only after the successful completion of the Tender period.

The Small Scale Industrial Units in the State of Tamil Nadu registered with the SIDCO or anywhere in the country registered with the National Small Industries

Corporation are exempted from payment of EMD / Security Deposit if they offer the Tenders called for by the University. The S.S.I Units in Tamil Nadu are also exempted from payment of E.M.D / S.D. subject to the submission of existence certificate and capacity certificate for the particular item of tender issued by the Director or the General Managers of District Industries Centers. SSI Units registered in other States except those registered with NSIC will however not be eligible for the aforesaid concessions of payment of E.M.D / Security Deposit. The SSI Units will however be required to execute proper agreement including a clause to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the SSI Units shall pay penalty of an amount equivalent to E.M.D / Security Deposit or an amount equal to the actual loss incurred by the University.

5. DETAILS TO BE FURNISHED AND MODE OF PRESENTATION:

a) The Tenders should contain particulars like the name and addresses of the Tenderer, rates for Providing Security arrangements in the University Building, Vice-Chancellor's Residence, Department of Transfusion Medicine, Department of AYUSH, Virtual Library, University Library, Car Parking/ Vehicle Stand, Silver Jubilee Auditorium, Guest House, other construction areas, fixtures and fittings in its campus other levies and taxes that may be applicable and Insurance and any incidental services should be shown separately by giving the break up details. The rates should be kept for **Two years** from the date of execution of the agreement by the tenderer.

b) The rates should be quoted should be indicated clearly both in words and figures. The Tenderers should sign with full signature and attest any scoring or overwriting. The rate quoted should be free from erasures, overwriting, smudging etc., The rate quoted should be firm and should not be subjected to any variation clauses.

c) Being a Government Autonomous Body rendering Research & Education service to the student community, special price should be offered as applicable to these categories in Government Departments.

d) A copy of the Audited Annual Accounts duly authenticated by a Chartered Accountant showing the details of annual turnover exclusively in the business should be furnished by the Tenderer.

e) Evidence such as Registration Certificate issued by competent authority for the establishment of business as proof should also be enclosed, along with GST Registration No. / PAN. No.

6. OPENING OF TENDER:

The Tenders received up to 2.00 p.m. upto **16.05.2022 (Monday)** will be opened by the Registrar, The Tamil Nadu Dr .M.G.R. Medical University, or any other officer authorized by him on behalf of the Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 at 4.00 p.m. on **16.05.2022 (Monday)** in the presence of such of those Tenders or their authorized representatives who may present at the time of opening. The representatives of the Tendering firms who are attending the opening of Tenders should bring a letter of authority to identify their bonafideness. The Tenderers who fail to attend the opening of Tenders shall not be considered or opened.

Two Bid System

1. Technical bid shall be opened and evaluated – Annexure I & IV
2. Secondly financial bid of technically acceptable offer should be opened and evaluated. Annexure III.

7. DEFICIENCY IN SERVICE:

If the University found any deficiency in service by the successful tenderer during the tenure of the work, the Tenderer will have to pay the University unliquidated damages which will be arrived at by the University at that point of time. In addition the University will black list the particular tenderer for their non performance and deficiency in service.

8. AGREEMENT:

a. The successful Tenderer should execute an Agreement as in the Annexure – II for the due fulfillment of the contract on a Non-Judicial stamp paper of the value of Rs.100/- (Rupees Hundred only) within fifteen (15) days from the date of acceptance of Tender for providing security services of this University.

b. The expenses incidental to the execution of Agreement shall be borne by the successful Tenderer.

c. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the condition(s) will entail termination of the contract without prejudice to the right of the University and to recover any consequential loss from the successful Tenderer.

9. SECURITY DEPOSITS:

a. The successful Tenderer will be required to remit the Security Deposit equivalent to 6% (six) percent of the estimated value of the work tender to the university within fifteen days from the date of receipt of communication intimating the acceptance of the Tenders in the form of Demand Draft (or) Bankers Cheque . If the accepted Tenderer fails to remit the Security Deposit within the stipulated period, the Earnest Money Deposit remitted by him will be forfeited to the Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 and his tender will be held void. Work order will be issued after the execution of the above agreement by the successful Tenderer and after the remittance of the Security Deposit.

b. The Security Deposit furnished by the Tenderer in respect of his tender will be returned to him on receipt of the request from the tenderer after completion of contract subject to the condition that the Tenderer has rendered service to the fullest satisfaction of The Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032 without any complaint. If the Tenderer fails to fulfill the same, the contract will be carried out by the University by engaging third party and the expenses incurred therefor will be recovered / adjusted from the Security Deposit amount and the balance if any shall alone is refundable.

10. SECURITY SERVICES FOR THIS UNIVERSITY

a. The Security Services for Providing Security arrangements in the University Building, Vice-Chancellor's Residence, Department of Transfusion Medicine, Department of AYUSH, Virtual Library, University Library, Car Parking/ Vehicle Stand, Silver Jubilee Auditorium, Guest House, other construction areas, fixtures and fittings in its campus should be done strictly in accordance with the specifications given in the Annexures.

b. If the Security Services is not effected before the reasonable period or before any stipulated period mentioned by the University, the University shall have the authority to cancel the order and to take any such action, which it deemed fit in the circumstance, to provide the security service and the loss sustained by the University on the above process will be collected from the Tenderer.

c. The term of period of Security contract is for 2 (Two) years on having been signed by both the parties.

d. The Security arrangement should commence within 15 days after the receipt of Work order or as per the directions of the University.

e) In case the Tender is accepted, an agreement in the prescribed format enclosed will be drawn between the University and the Tenderer.

f) Income Tax & Service Tax and all applicable taxes will be deducted from the billas per rules in force.

g) The University authorities will supervise the Security arrangements and will be attesting the daily attendance of the Security Guard each day and payment will be made based on the same. Further the payment will be made on monthly, basis.

h) The Tenderer should enclose a copy of his Registration made under relevant Act and also copies of Income Tax Clearance Certificates along with this tender.

l) The Registrar, reserves his right to accept or to reject any or all the Tenderers without assigning any reason therefor.

j) Whenever any amount has to be paid by the Security Agency in view of termination of the contract or any amount that may be due or may become due from the Security Agency and the Security Agency is not responding to the demands for the payment of the said amount the University shall be entitled to recover the said amount as per the law in force.

11. PAYMENT OF COST:

a. The Security Servicer should furnish the bill of cost in triplicate on completion of one month service. After verification action will be taken for the payment of the bill of cost.

b. Cheques will be handed over on production of stamped receipt.

12. FORFEITURE OF EARNEST MONEY DEPOSIT:

If the accepted Tenderer fails to act according to the Tender conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited to the Tamil Nadu Dr.M.G.R. Medical University, Chennai – 600 032.

13. ASSIGNING OF TENDER IN WHOLE OR IN PART:

The successful Tenderer shall not assign or make over the contract, the benefit of burden thereof to any person or persons or body corporate. He shall not under let or sublet to any person/s or body corporate the execution of the contract or any part thereof.

14. ACCEPTANCE AND WITHDRAWAL:

a. The final acceptance of the Tender is entirely vested with the Registrar, The Tamil Nadu Dr.M.G.R. Medical University who reserves the right to accept or reject, any or all of the Tenders without assigning any reason whatsoever from the date of opening of the tender till the end of the contract period. . There is no obligation on the part of the Tamil Nadu Dr.M.G.R. Medical University to communicate with rejected Tenderers. After the acceptance of the tender by The Tamil Nadu Dr.M.G.R. Medical University, the tenderer shall have no right to withdraw his tender or claim higher price.

b. Tenders with incomplete information will be summarily rejected.

15. PENALTY FOR NON-FULFILMENT OF CONDITONS:

The Tenderers shall agree that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract, the Tenderer shall pay as penalty an amount equivalent to 10 (Ten) percent (%) of total value of the contract or equal to the actual loss incurred by the university whichever is greater. This provision applies up to the end of the life cycle of the contract period.

16. MODIFICATION:

Any modification to the terms and conditions shall be made only with the mutual consent of both the parties to the agreement.

17. LEGAL JURISDICTION:

The Legal Jurisdiction shall be the courts at Chennai only.

18. GENERAL:

The Tenderers while sending their Tenders should enclose a copy of the condition stipulated duly certified and attested by them in token of accepting the Tender conditions

that they understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily.

I / We have gone through the terms and conditions and will abide by them as laid down above.

TENDERER

ANNEXURE – I
TENDER SCHEDULE (TECHNICAL BID)
THE TAMIL NADU Dr.M.G.R. MEDICAL UNIVERSITY, CHENNAI – 600 032
TENDER SCHEDULE FOR PROVIDING SECURITY SERVICES TO THIS UNIVERSITY

The Security Agencies which satisfy the following qualifications shall alone be eligible to submit tender.

1. The Security Agency which possess licence under the Private Security Agencies (regulation) Act 2005.
2. Agencies accredited by reputed organization such as ISO and certificates to that effect to be enclosed.
3. Agencies established and effectively functioning for at least 5 years and experienced in providing security guards to State/Central / Quasi Government organizations.
4. Agencies having a cadre strength of atleast 700 engaged in Security duties in and around Chennai city. (proof to be enclosed)

A. Profile of the Tenderers:

The Tenderer should furnish the following details :

1. Name of the Organization :
2. Nature of the Organization :
3. Address of the Registered Office of the firm :
4. Annual turnover for the previous five years :
5. Location of Office :
6. Maintenance of Branches with supplying facilities in Chennai City / other areas :
7. Names of the Agencies (Government/University/Private to whom the services were made recently) :
8. Year of Establishment of the Firm / Business :
9. PAN No. /GST No./ :

B. For providing security services the rates should be quoted (Note: Basic rates, GST Tax, Freight, Insurance, and other services that may be applicable should be quoted separately and specifically)

C. E.M.D. PAYMENT PARTICULARS:

- i. Number of the Demand Draft enclosed.
- ii. Demand Draft Particulars

Sl.No.	D.D.No.& Date	Name of the Bank	Amount
1.
2.
3.

D. Indicate the schedule of the services :

TENDERER

We, M/s. _____ have

gone through the terms and conditions of the Tender for providing security services of this university and will abide by them as laid down.

TENDERER

COMPULSORY PROFORMA

THIS PROFORMA MUST BE FILLED UP CLEARLY AND ACCURATELY, FAILING WHICH YOUR OFFER WILL NOT BE CONSIDERED

- 1) Year of Establishment :

2. Cadre strength of Security :
guards engaged in Security
duties in and around Chennai

3. Do you have any Clients in :
State/Central/Quasi Government
organisation
(If "Yes"
please furnish a list of
such offices along certificates
in proof).

4. Please provide details of :
certificate(s) of accreditation
issued by reputed organisation
such as ISO:

5. Please provide the following :
information.
 - a) Proprietor Name & address :

 - b) Address of Registered Office :

 - c) Details of Branch Offices :
and addresses

 - d) Particulars of Cadre strength :
of Security guards in various
places

 - e) Email / Contact Phone :
Number details

 - f) Contact person(s) for :
making complaint

6. Do the security Agencies have :
possessed registration as per
rules in force?
(if 'Yes' please furnish
copy of relevant registration
certificates)

7) Please give particulars of Service
provided by the Agency.

8) Please indicate any special features of the service offered by the Agency which, in its
opinion give it superiority over other competitive security services.

Date :
Place :

Signature of proprietor
and Seal of Security Agency

(a) to post at the above premises only male persons in the age group of 20 to 45 years possessing sound health, good physique and free from disease as Security Guards.

(b) to regulate entry of persons to and from the office by verifying the Identity Cards, authorised visitors slips and not allowing unauthorised persons;

(c) to safeguard the property/materials (movable and immovable) in the above premises against any theft, pilferage, burglary, conspiracy, mischief and misuse.

(d) to see and check that the materials that are being sent from outside the university premises should be with proper gate pass/delivery advice/authentication etc.

e) To provide Security Arrangements round the clock as follows:

University Building ,Library & Department of Transfusion Medicine:

I Shift – 6.00 a.m to 6.00 p.m	:15 Security Guards
II Shift – 6.00 p.m. to 6.00 a.m.	: 6 Security Guards
Auditorium and Guest House :	2 Security Guardsfor two shifts
Residence of the V.C for two shifts.	: 2 Security Guards
Total	----- 25 Security Guards

The Contractor shall perform their duty on all days including Sundays and National Holidays and carry out the instructions that will be given by the authorities of the University from time to time.

2. The Contractor will provide Security Guards as mentioned above and the requirements will be reviewed from time to time. The University reserves its right to increase or decrease the number of the Security personnels provided by the security agency and the security agency will provide such strength of Security guards as may be directed by authorities of the University at the cost mentioned in clause 3 below.

3. The Contractor shall mention the cost of Services as per the Minimum Wages Act/Labour Law per month for shift of Eight hours/Twelve hours duty for each Security Guard. This is inclusive of all charges like Salary, Allowances, Provident Fund

Contributions, E.S.I. Contributions, Leave Salary, Bonus, Gratuity and other Statutory Payments etc., The University shall not be liable or responsible for such payments. The Contractor shall ensure that the Security Guards do not approach the University for any payment on any ground.

4. The cost of services mentioned by the Contractor in clause 3 above would be firm and stable during the complete period of contract and the security agency will not ask the University for any increase in this regard during the currency of the contract for any reason whatsoever.

5. The Contractor shall provide tidy Uniforms as desired by the University to the security personnel deputed for security arrangements at the premises at their own cost. The uniform shall be as follows:

Full Trousers, collar slack, shirt tuck in, cap, shoe, Badge, belt and gum boot for nightshift securities.

6. The Contractor shall be responsible for the proper conduct of the security personnel and it shall be the responsibility of the security agency to have proper control and supervision of the security personnel provided in the premises and the security agency shall ensure that the security personnel employed by them and provided in the premises shall discharge their duties efficiently and diligently.

7. The Contractor shall make necessary arrangements for frequent and surprise checks and supervision of the Security Personnel posted for the Security at the premises at least thrice a week and the report will be submitted to the University periodically.

8. The University shall not in any way be liable for any injury, loss or damage sustained by the security personnel in carrying out their duties.

9. The Contractor shall agree that the persons employed by them and posted in the premises shall not have any claim whatsoever against the University and the Contractor should undertake to indemnify the University against any loss or damage that may be

put to by reason of any claim made by the security personnel employed by them and posted in the premises.

10. The Contractor shall indemnify the amount for any loss/damage sustained by the University by any action of Security Guard. The Security Guards shall not use the premises for any purpose other than the Security work.

11. The Contractor shall ensure that the Security Guards appointed shall not indulge in any unlawful activities and the security agency shall take full responsibility in this regard.

12. The Contractor shall see that Security Guards shall not allow the premises to be used by unauthorized persons for any purpose.

13. The Contractor shall furnish full residential address of the Security Guards and their photograph as and when they are posted.

14. The Contractor shall ensure that the Security Guards keep the premises in good condition in all respects.

15. The Contractor shall replace Security Guards periodically (i.e. once in every three months) so that they do not become friendly with the University staff. The security agency shall also replace any Security Guard at the request of the University without asking for any reasons thereof.

16. The Contractor shall post Security Guards exclusively for the University premises and the Security Guards should not be simultaneously asked to guard other premises.

17. The Agreement is liable to be terminated by either party after giving 30 days notice of their intention to do so in writing without assigning any reason whatsoever;

18. The Contractor shall also undertake any other security assignment in the University premises that is feasible with the existing strength that is entrusted to them by the University with regard to the Security Arrangements from time to time, in addition to the above.

19. The Security personal should not disclose any information to unauthorized person.

20. The Contractor which possess license under the Private Security Agencies (Regulation) Act 2005 alone is eligible to obtain tender application.

21. The Tender shall follow the requirements of the Private Security Agencies (Regulation Act) (2005 Central Act.29/2005) and the Tamil Nadu Private Security Agencies Rules 2008.

22. The Earnest Money Deposit remitted by the Contractor vide challon/DD_____drawn in _____ for Rs. _____/- will be refunded after completion of the contract period.

23. The University will provide one room free of cost (rent and electricity) to the contractor to facilitate security guards, dress change over and to keep records in safe custody.

24. Insurance:

a) You should keep the authority indemnified against claims, actions, proceeding brought or instituted against the Head of the Institutions by any of your employees or any third party in connection relating to or arising out of the performance of services under the agreement. The third party insurance shall cover.

- i) Personal injury up to INR 5,00,000/-
- ii) Property Damage up to INR 10,00,000/-

b) You should indemnify and hold the Head of the Institutions harmless from any and all loss or damage to any of the properties / assets furnished under this contract, and that will be procured and maintained by you during the term of this contract, and any extensions thereof, full insurance acceptable to the Contracting Authority (The Tamil Nadu Dr.M.G.R.Medical University) The insurance coverage shall apply to all workers who are at the operation level of the assets also.

c) Prior to the commencement of work here under, you should furnish to the Contracting Authority, (University) a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter (s) showing that the coverage required by this clause has been obtained.

d) Each policy or certificate evidencing the insurance shall contain an endorsement which provides that the insurance company will notify the Contracting Officer, (University) 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate, which adversely affects the interests of the Department and the institutions in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the contracting firm, the policy, and the insured.

25. Security Personnel should not allow any visitor or unauthorized person without confirmation of his immediate head Security officer

26. Security Personnel should follow all the policies, procedures, guidelines and rules laid by the University.

27. Security Personnel should use walkie talkie for communication between them.

28. Security personnel background verification certificates should be given for Deployment at our premises within 15 days from the date of deployment.

29. Subsequent replacement the certificate can be produced within 7 days.

30. Security Personnel should not be changed often, if to be changed it should be brought to the notice of the University.

31. Security Personnel should carry/wear proper uniform/ID Card/Baton/. Whistle Jacket/Rain Coats/Gum boot/Walkie-Talkie.

32. Security Personnel should ensure the cars/two wheelers are parked in their respective allotted car slots. This can be done under the supervision of Security Officer/Commando.

33. Security Personnel should check and ensure the correctness of assets registered in the asset register.

34. Security personnel should ensure that Tag with visitor pass be with the visitor while entering the University and at the same time has to get back that while going out.
35. The Contractor shall be responsible for the Security Personnel's payment of Salary/Provident Fund Contribution/ESI and all other statutory requirements. Copy of such remittance will be provided to the UNIVERSITY on any occasion for the purpose of verification, if demanded by the University.
36. The Contractor shall be responsible for the Security of movable and immovable property of the University on the said premises which should be identified to the Contractor by the University physically and handed over by the University to the Contractor in the form of an inventory, which should be regularly updated by the UNIVERSITY. The Contractor will not be responsible for the Security of the materials which are undeclared
37. The Contractor shall contact the person authorized by the University in case of emergency and act according to act according to the instructions.
38. The Contractor shall regulate unauthorized person entry to the University and will maintain an entry/exist book for visitors/vehicles movements/statutory officers movement etc. as directed by the UNIVERSITY.
39. The Contractor shall be responsible for the proper behaviour and conduct of its guards deputed and deployed by them and ensures that they adhere to the rules and regulations of UNIVERSITY in this regard UNIVERSITY shall inform in writing to the Contractor for an act of misbehaviour or indulging in any form of indiscipline of lapse in their duties or sleeping during duty hours or abstaining from duty during duty hours by any Security guards for taking necessary action against them.
40. The Contractor shall provide extra security personnel at the specified place as and when required by the UNIVERSITY at agreed rates the Contractor will have right to shift or shuffle the security guards from the premises of UNIVERSITY and replace with new lot of Security guards for the purpose of internal and external security reasons.

41. The Contractor shall ensure that it deploys specially trained and competent security personnel and shall provide such personnel, with such equipments, uniforms and paraphernalia as mentioned in the WORK ORDER.

42. In case the contractor failed to provide security services, the Registrar or anyone duly authorized by him shall have the power to take any action that may be deemed fit in the circumstances of this University.

43. Penalty will be levied at the rate specified in Point No.15 of Tender Document. 10% of the total value of the contract or equal to the actual loss sustained which ever is greater, if any loss or damage is done by the contractor. Besides such performance may entail black listing of the contractor.

44. The contractor shall furnish the bill of cost on completion of one month service. After verification action will be taken by the University for the payment of the bill of cost.

45. The contract or any part share of interest in it, is not to be transferred or assigned by the Agency directly or indirectly or any person or persons whomsoever without the written consent of the Registrar, the Tamil Nadu Dr.M.G.R. Medical university, Chennai – 600 032.

46. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

47. Any modification to the terms and conditions shall be made only with the mutual consent of both parties to the agreement.

48. The contractor hereby agrees that he shall not divulge any part of the service transferred to him by the Medical University to any third parties and assures that he will take all necessary steps to prevent theft, accidental disclosure of service by or to any third parties. The contractor also undertakes that the services transferred from the Medical University shall not be duplicated unless it is necessary for execution of the contract. It shall be the primary responsibility of the contractor to provide service. It is the essence of the contract.

49. Both the parties will endeavor to settle any dispute arising out of this contract between them amicably among themselves. If the dispute is not resolved, then the dispute shall be referred to a sole arbitrator appointed by the Medical University and shall be governed by the Arbitration and Conciliation Act, 1996. The Language of the arbitration shall be English and the place of arbitration shall be Chennai.

50. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the condition(s) will entail termination of the contract without prejudice to the right of the University and to recover any consequential loss from the successful Tenderer.

OTHER TERMS AND CONDITIONS

1. The University has the right to remove any security personnel or other employee on the basis of reasonably considers to be undesirable. Same way the Agency can remove their staff with prior notice of not less than 15 days to the University.
2. The Contractor is responsible for security personnel's personal inquiry/death while performing their duties.
3. All statutory obligation of Security staff should be met by the Contractor
4. Continuous shifts for a single guard is prohibited unless there is emergency.
5. The Contractor should ensure that security personnel deputed/deployed by it to the University do not indulge in or perform act that are unauthorized and in violation of existing rules.
6. The Contractor should not post security guards from other areas unless emergency with approval of the University. The Contractor should ensure that the head count is maintained and should agree for penalty in case of vacant posts.
7. The Contractor should make surprise checks to supervise the performance of their Security staff deployed in the university.

8. Any other conditions will be levied from time to time on the basis of assessment.

IN WITNESSES WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

- 1.
- 2.

**Signature of the Proprietor
with seal of the Contractor**

ACCEPTANCE

The Registrar, The Tamil Nadu Dr.M.G.R. Medical University, Chennai hereby accept the contract in accordance with the conditions of contract and work order there to in annexure.

REGISTRAR

For and on behalf of Purchaser

The Tamil Nadu Dr.M.G.R. Medical University, Chennai.-32

WITNESS:

- 1.
- 2.

INSTRUCTION TO FILL THE AGREEMENT

1. The Agreement should be executed on a Non-Judicial Stamp Paper of Government of Tamil Nadu worth Rs.100/- (Rupees One Hundred only). If Non-Judicial Stamp Paper is not available.

2. The Agreement should be executed in bond paper or in thick papers which may last long and not in thin papers like manila folding sheets etc.,

3. The Agreement apart from Stamp paper should be signed at the bottom of all pages with full signature and date and official seal by both the parties.

4. Signature of witnesses with their addresses should be obtained in the Agreement.

5. Any corrections made in the Agreement should be attested with full signature and date under official seal by both the parties.

6. If the stamp tenderer is the partnership concern the copy of the partnership Deed, Copy of the certificate of Registration should be enclosed with the Tender Document.

7. If the tenderer is Private Limited (or) Public Limited Company copy of the certificate of incorporation, copy of memorandum and article of association and Board resolution the particular director should sign in the Tender Document.

ANNEXURE III COMMERCIAL BID**TENDER SCHEDULE**

Cost of Charges for Providing Security Arrangements in the Tamil Nadu Dr. M.G.R. Medical University Buildings, Vice-Chancellor's Residence, Department of Transfusion Medicine, Department of AYUSH, Virtual Library, University Library, Silver Jubilee Auditorium and Guest House other construction areas fixtures and fittings in its campus.

Name of the Security Agency :

a) Agree to provide Security arrangement and to perform duty on all days including Sundays and National Holidays and carry out the instructions that may be given by the University from time to time and as per the tender documents.

b) Agree to provide Security Arrangements round the clock as follows:

(c) To provide Security Arrangements round the clock as follows:

University Building ,Library & Department of Transfusion Medicine:

I Shift – 6.00 a.m to 6.00 p.m	:15 Security Guards
II Shift – 6.00 p.m. to 6.00 a.m.	: 6 Security Guards

Silver Jubilee Auditorium and Guest House	: 2 Security Guardsfor two shifts
Residence of the V.C for two shifts.	: 2 Security Guards

Total	----- 25 Security Guards
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- i) Cost of Service for each) Rs. (Rupees ...
Security Guard per month)
per shift of eight hours)
- ii) Cost of Service for each) Rs. (Rupees ...
Security Guard per month)
per shift of twelve hours)
- iii) Other charges if any) Rs. (Rupees ...
preferred by the Security)
Service)

CERTIFICATE OF TENDERER

I/WE HAVE GONE THROUGH THE TERMS AND CONDITIONS AND WILL ABIDE BY THEM AS LAID DOWN ABOVE AND IN OTHER SECTIONS OF THIS TENDER DOCUMENT.

I/WE HEREBY DECLARE THAT THE PARTICULARS FURNISHED BY US IN THIS OFFER ALL TRUE TO THE BEST OF MY/OUR KNOWLEDGE AND WE ACCEPT THAT IF AT ANY STAGE THE INFORMATION FURNISHED ARE FOUND TO BE INCORRECT OR FALSE WE ARE LIABLE FOR DISQUALIFICATION FOR THIS TENDER AND ALSO LIABLE FOR ANY PENAL ACTION THAT MAY ARISE DUE TO THE ABOVE.

Signature of proprietor &
Seal of Security Agency

Date :
Place :

ANNEXURE IV

A. SPECIAL TERMS AND CONDITIONS

PROVIDING SECURITY ARRANGEMENTS IN THE UNIVERSITY BUILDING, , VICE-CHANCELLOR'S RESIDENCE, DEPARTMENT OF TRANSFUSION MEDICINE, DEPARTMENT OF AYUSH, VIRTUAL LIBRARY, UNIVERSITY LIBRARY, CAR PARKING / VEHICLE STAND, SILVER JUBILEE AUDITORIUM, GUEST HOUSE AND OTHER CONSTRUCTION AREAS, FIXTURES AND FITTINGS IN ITS CAMPUS

1. The Contractor has to render the security services to the Tamil Nadu Dr.M.G.R. Medical University, Chennai for a period of two years from the commencement of work in this University as described below:-.

(a) to post at the above premises only male persons in the age group of 20 to 45 years possessing sound health, good physique and free from disease as Security Guards.

(b) to regulate entry of persons to and from the office by verifying the Identity Cards, authorised visitors slips and not allowing unauthorised persons;

(c) to safeguard the property/materials (movable and immovable) in the above premises against any theft, pilferage, burglary, conspiracy, mischief and misuse.

d) To provide Security Arrangements round the clock as follows:

University Building ,Library & Department of Transfusion Medicine:

I Shift – 6.00 a.m to 6.00 p.m	15 Security Guards
II Shift – 6.00 p.m. to 6.00 a.m.	6 Security Guards

Silver Jubilee Auditorium, Guest House :	2 Security Guards for two shifts
Residence of the V.C for two shifts.	: 2 Security Guards

Total	----- 25 Security Guards
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The Contractor shall perform their duty on all days including Sundays and National Holidays and carry out the instructions that may be given by the authorities of the University from time to time.

2. The Contractor will provide Security Guards as mentioned above and the requirements will be reviewed from time to time. The University reserves its right to increase or decrease the number of the Security personnel provided by the security agency and the security agency will provide such strength of Security guards as may be directed by authorities of the University at the cost mentioned in clause 3 below.

3. The Contractor shall mention the cost of Services as per the Minimum Wages Act/Labour Law per month for shift of Eight hours/Twelve hours duty for each Security Guard. This is inclusive of all charges like Salary, Allowances, Provident Fund Contributions, E.S.I. Contributions, Leave Salary, Bonus, Gratuity and other Statutory Payments etc., The University shall not be liable or responsible for such payments. The security agency shall ensure that the Security Guards do not approach the University for any payment on any ground.

4. The cost of services mentioned by the Contractor in clause 3 above would be firm and stable during the complete period of contract and the security agency will not ask the University for any increase in this regard during the currency of the contract for any reason whatsoever.

5. The Contractor shall provide tidy Uniforms as desired by the University to the security personnel deputed for security arrangements at the premises at their own cost. The uniform shall be as follows:

Full Trousers, collar slack, shirt tucked in, cap, shoe, Badge, belt. And gum boot for night shift securities.

6. The Contractor shall be responsible for the proper conduct of the security personnel and it shall be the responsibility of the Contractor to have proper control and supervision of the security personnel provided in the premises and the security agency shall ensure that the security personnel employed by them and provided in the premises shall discharge their duties efficiently and diligently.

7. The Contractor shall make necessary arrangements for frequent and surprise checks and supervision of the Security Personnel posted for the Security at the premises at least thrice a week.

8. The University shall not in any way be liable for any injury, loss or damage sustained by the security personnel in carrying out their duties.

9. The Contractor shall agree that the persons employed by them and posted in the premises shall not have any claim whatsoever against the University and the Contractor should undertake to indemnify the University against any loss or damage that it may be put to by reason of any claim made by the security personnel employed by them and posted in the premises.

10. The Contractor shall indemnify the amount for any loss/damage sustained by the University by any action of Security Guard. The Security Guards shall not use the premises for any purpose other than the Security work.

11. The Contractor shall ensure that the Security Guards appointed shall not indulge in any unlawful activities and the security agency shall take full responsibility in this regard.

12. The Contractor shall see that Security Guards shall not allow the premises to be used by unauthorised persons for any purpose.

13. The Contractor shall furnish full residential address of the Security Guards and their photograph as and when they are posted.

14. The Contractor shall ensure that the Security Guards keep the premises in good condition in all respects.

15. The Contractor shall replace Security Guards periodically (i.e. once in every three months) so that they do not become friendly with the University staff. The Contractor shall also replace any Security Guard at the request of the University without asking for any reasons thereof.

16. The Contractor shall post Security Guards exclusively for the University premises and the Security Guards should not be simultaneously asked to guard other premises.

17. The Agreement is liable to be terminated by either party after giving 30 days notice of their intention to do so in writing without assigning any reason whatsoever;

18. The Contractor shall also undertake any other security assignment in the University premises that is feasible with the existing strength that is entrusted to them by the University with regard to the Security Arrangements from time to time, in addition to the above.

19. The Security personal should not disclose any information to unauthorized person.

20. The Contractor which possess license under the Private Security Agencies (Regulation) Act 2005 alone is eligible to obtain tender application.

21. The Tender shall follow the requirements of the Private Security Agencies (Regulation Act) (2005 Central Act.29/2005) and the Tamil Nadu Private Security Agencies Rules 2008.

22. The Earnest Money Deposit remitted by the Contractor vide challan /DD ___drawn in _____ for Rs. _____ /- will be refunded after completion of the contract period.

23. The University will provide one room free of cost (rent and electricity) to the contractor to facilitate security guards, dress change over and to keep records in safe custody.

24. Insurance:

a) You should keep the authority indemnified against claims, actions, proceeding brought or instituted against the Head of the Institutions by any of your employees or any third party in connection relating to or arising out of the performance of services under the agreement. The third party insurance shall cover.

- i) Personal injury up to INR 5,00,000/-
- ii) Property Damage up to INR 10,00,000/-

b) You should indemnify and hold the Head of the Institutions harmless from any and all loss or damage to any of the properties / assets furnished under this contract, and that will be procured and maintained by you during the term of this contract, and any extensions thereof, full insurance acceptable to the Contracting Authority The Tamilnadu

Dr.M.G.R.Medical University) The insurance coverage shall apply to all workers who are at the operation level of the assets also.

c) Prior to the commencement of work here under, you should furnish to the Contracting Authority, (University) a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter (s) showing that the coverage required by this clause has been obtained.

d) Each policy or certificate evidencing the insurance shall contain an endorsement which provides that the insurance company will notify the Contracting Officer, (University) 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate, which adversely affects the interests of the Department and the institutions in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the contracting firm, the policy, and the insured.

e) In addition to the above the hospital authority may enter into a comprehensive insurance for all the critical equipment including the building structure. You must identify such critical areas of the premises that needs to be insured and submit the necessary details to the authority for necessary action (if required).

25. Security Personnel should be always alert, vigilant and take all necessary precautionary steps to protect the safety and security of the university and their property round the clock in their interest of University.

26. Security Personnel should not allow any visitor or unauthorized person without confirmation of his immediate head Security officer

27. Security Personnel should follow all the policies, procedures, guidelines and rules laid by the University.

28. Security Personnel should use walkie talkie for communication between them.

29. Security personnel background verification certificates should be given for Deployment at our premises within 15 days from the date of deployment.

30. Subsequent replacement the certificate can be produced within 7 days.

31. Security Personnel should not be changed often, if to be changed it should be brought to the notice of the University.
32. Security Personnel should carry/wear proper uniform/ID Card/Baton/. Whistle Jacket/Rain Coats/Gum boot/Walkie-Talkie.
33. Security Personnel should ensure the cars/two wheelers are parked in their respective allotted car slots. This can be done under the supervision of Security Officer/Commando.
34. Security Personnel should check and ensure the correctness of assets registered in the asset register.
35. Security personnel should ensure that Tag with visitor pass be with the visitor while entering the University and at the same time has to get back that while going out.
36. The Contractor shall be responsible for the Security Personnel's payment of Salary/Provident Fund Contribution/ESI and all other statutory requirements. Copy of such remittance will be provided to the UNIVERSITY on any occasion for the purpose of verification, if demanded by the University.
37. The Contractor shall be responsible for the Security of movable and immovable property of the University on the said premises which should be identified to the Contractor by the University physically and handed over by the University to the Contractor in the form of an inventory, which should be regularly updated by the UNIVERSITY. The Contractor will not be responsible for the Security of the materials which are undeclared
38. The Contractor shall contact the person authorized by the University in case of emergency and act according to the instructions.
39. The Contractor shall regulate unauthorized person entry to the University and will maintain an entry/exist book for visitors/vehicles movements/statutory officers movement etc. as directed by the UNIVERSITY.

40. The Contractor shall be responsible for the proper behaviour and conduct of its guards deputed and deployed by them and ensures that they adhere to the rules and regulations of UNIVERSITY in this regard UNIVERSITY shall inform in writing to the Contractor for an act of mis-behaviour or indulging in any form of indiscipline or lapse in their duties or sleeping during duty hours or abstaining from duty during duty hours by any Security guards for taking necessary action against them.

41. The Contractor shall provide extra security personnel at the specified place as and when required by the UNIVERSITY at agreed rates. The Contractor will have right to shift or shuffle the security guards from the premises of UNIVERSITY and replace with new lot of Security guards for the purpose of internal and external security reasons.

42. The Contractor shall ensure that it deploys specially trained and competent security personnel and shall provide such personnel, with such equipments, uniforms and paraphernalia as mentioned in the WORK ORDER.

OTHER TERMS AND CONDITIONS

1. The University has the right to remove any security personnel or other employee on the basis of reasonably considers to be undesirable. Same way the Contractor can remove their staff with prior notice of not less than 15 days to the University.

2. The Contractor is responsible for security personnel's personal inquiry/death while performing their duties.

3. All statutory obligation of Security staff should be met by the Contractor

4. Continuous shifts for a single guard is prohibited unless there is emergency.

5. The Contractor should ensure that security personnel deputed deployed by it to the University do not indulge in or perform act that are unauthorized and in violation of existing rules.

6. The Contractor should not post security guards from other areas unless emergency with approval of the University. Agency should ensure that the head count is maintained and should agree for penalty in case of vacant posts.

7. The Contractor should make surprise checks to supervise the performance of their Securitystaff deployed in the university.
8. Any other conditions will be levied from time to time on the basis of assessment.

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