

INDIRA GANDHI NATIONAL OPEN UNIVERSITY

REGIONAL CENTRE PATNA

2ND FLOOR, BISCOMAUN TOWER, WEST GANDHI MAIDAN, PATNA-800 001

File No. IG/RC-05/Tender/Security/13/...

Dated the 18th January, 2013

M/s _____

Subject: Inviting Limited Tenders for Security Services and General Guidelines to the tenderers.

Sir,

Sealed quotations are hereby invited from DGR registered Security Agencies for providing round the clock security services at IGNOU Regional Centre Patna.

The tender document is also available on Regional Centre Patna Website (www.ignoupatna.ac.in) which can be downloaded.

INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF THE CONTRACT

1. The tender complete in all respects should be addressed to the **Regional Director, IGNOU Regional Centre, 2nd Floor, BISCOMAUN Tower, West Gandhi Maidan, Patna-800001** so as to reach on or before the **last date of submission on 7th February, 2013 upto 1.30 p.m.**

The tenders will be opened **at 03:00PM on 7th February, 2013** in the office premise by a Tender Opening and Evaluation Committee constituted for this purpose in the presence of tenderes and/or their representative who may like to be present on given date and time.

2. The tender in the prescribed format must be under sealed cover. This is a two-bid system. The first cover should be superscribed "**Technical Bid for Security Services**". The second cover should be superscribed "**Financial Bid for Security Services**". Both these Envelopes, after being sealed properly, shall be put into a third envelope, which should be properly sealed before it is sent/submitted. The third sealed cover shall be addressed to the "**The Regional Director, IGNOU Regional Centre, 2nd floor, BISCOMAUN Tower, West Gandhi Maidan, Patna-800 001**" superscribing "**Tender for Security Services**". If the outer envelope is not sealed properly, the tender is liable to be rejected. The "**Technical bid**" shall be opened in the first instance in the presence of tenderers or their authorized representatives. Only one authorized representative per tenderer will be permitted to be present at the time of opening of the tender. "**Financial bids**" of the suppliers who are qualified in the technical bid will be opened on same date/at a later date, which will be conveyed to the eligible agencies.

3. The tender form must be clearly filled in ink legible or typed. The tender should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there is a difference of amount in

words and in figures, amount mentioned in words shall be treated correct and final. Alterations unless legibly attested by the tenderer shall be disqualified and rejected. Tender document, must be duly signed by the tenderer himself, or his authorized signatory. The forwarding letter and attested copies of the following documents are required to be submitted along with the tender:

- a) Registration Number with it's a copy
- b) Service Tax No. with copy of Service Tax registration.
- c) EPF Number with copy of EPF registration.
- d) ESIC Registration No. with copy of ESIC Registration.
- e) PAN allotted by the Income tax Department with copy of the latest Income Tax return indicating turnover of the company for previous financial year.
- f) EMD **Rs.20,000/-** by way Demand Draft of any Nationalized Bank in favour of IGNOU, Patna (Refundable till the finalization and award of tender to one of the tenderer).

The tender will not be entertained in the absence of any of these documents.

4. List of clients with Satisfactory Performance Certificate issued by various organizations where such type of work/jobs are being executed presently or have been performed by the contractor earlier, must be enclosed in support of credibility of the company.

5. The rate quoted should be inclusive of and in accordance with the provisions of Minimum wages Act, DGR guideline on the subject Contract Labour Act and other statutory provisions like Provident Fund Act, ESIC, Bonus, HRA Gratuity (as applicable), Leave, Uniform Allowance etc.

(Quoting less, violation of minimum wages act, DGR guidelines, Contract labour act, Govt. of India, Ministry of labour and Employment Order and other statutory provisions shall be liable for disqualification and such tenders shall not be considered and rejected summarily without assigning any reasons. No communication will be entertained in this regards.)

6. Payment of salary and arrears etc. to the staff hired by the agency to perform the duties at IGNOU shall be done by the agency through Account Payee Cheque only giving details of contribution/deduction regarding ESI, EPF, etc.

7. Every paper of the tender should be signed by the Tenderer with seal of Agency/Firm.

8. The following information must be accompanied with the envelope:-

- a) Tender Notification No. _____.
- b) Tender for security services _____.
- c) Name of the firm _____.
- d) Last date of the tender _____.
- e) Forwarding letter indicating clearly the list of enclosures as given in para 3 above.

9. The tender should take care that the rates be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.

10. The agency shall have to deposit **Rs.20,000/-** of specific estimated value as earnest money deposit (EMD) (2% to 5% as per University finance code) by way of bank Draft of a Nationalized Bank in favour of

IGNOU. No cash will be accepted. The amount of EMD should not bear any interest what so ever, which will be refunded (Original Draft) to the unsuccessful tenderers after award of the work.

11. The successful tender shall have to deposit (5% to 10%) of specific amount as Performane Security Deposit in the form of Demand Draft in favour of IGNOU payable at Patna within 30 days after the offer letter is received by the successful bidder/agency otherwise the award letter will be treated as cancelled. The amount of security deposit will not bear any interest what so ever.

12. The agency must have labour deptt. Registration/License issued by the office of Central /Regional Labour Commissioner or the agency will have to obtain the license Registration number, with in stipulated time for the compliance of relevant labour law.

13. The University shall deduct Income Tax, surcharges and Education cess if any at source under section 194-C of the Income Tax Act 1961 from the contractor at the prevalent rates of such sum as income tax on the income comprised their as per instructions issued by Govt. of Indian from time to time.

14. The Service Tax as imposed by the Govt. @ 12.36% or as levied from time to time will be reimbursed to the Security Agency in the subsequent month on production of the receipt/challan in support or the deposit of the service tax to the concerned department. The company will have to produce copy of half yearly/annual service tax return to the University on its occurrence periodically.

15. Terms and conditions given in Annexure as agreement will govern the entire Security operations, which the successful tender shall have to abide by during the period of contract.

16. The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job. However the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be black listed.

17. The University reserves the right to cancel/reject full or any part of the tender which tenderers do not fulfill the condition stipulated in the matter.

18. Tender once submitted, it will be would be presumed to have understood and accepted all the terms and conditions given in Annexure. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.

19. Any act on the part of the tender to influence any body in the University is liable for rejection of his tender.

20. The tender shall abide by the provisions of the Ministry of labour and employment, Govt. of India order No. 1/7(6)/2008-LSII dated 27.10.2008, Minimum Wages Act 1948/DGR guide lines on the subject, the Contract Labour (R & A) Act, 1970, Security Guards regulation Act 1981 and other Labour Laws applicable to him from time to time.

21. Quotation must be unconditional. Any alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected.
22. The Contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
23. Tenders not conforming to these requirements shall be rejected outright and no correspondence thereof be entertained what so ever.
24. Performance Evaluation:-
- a) The quality assurance of the Security Services would be ensured regularly (daily, weekly, fortnightly or monthly depending upon the discretion of the University) on the basis of the periodical reports furnished by the officials assigned for this task by the University.
- b) The Contractor and all his staff deployed for security work will work under the supervision of the officials assigned for this task by the University.
25. University reserves the right to accept or reject any bid irrespective of its being lowest by taking into account the interest of the University. In awarding that contract, interest of University will be paramount and in this regard the decision of the University shall be final.
26. The selected party (Security Services agency) shall have to provide the proof of deposit of ESIC, EPF to the individual account of the staff deployed each month and also to submit copy of annual return giving complete list with all the details or individual EPF contribution with their EPF number.
27. Contract will be valid for a period of two years, which may be extended for further period up to a maximum of two years on satisfactory performance report as per terms given Annexure (Agreement).

(Dr.Q.Haider)
Regional Director
IGNOU Regional Centre
Patna

INFORMATION OF TENDERER FOR PROVIDING SECURITY SERVICE

1. Brief Bio Data of the Tender
(Please enclose separately)

Affix duly
attested PP size
photograph of
the tenderer

2. Name, Address with Telephone _____
Number of the Firm/agency _____

3. DGR Registration Reference _____

4. Name, Designation, Address and Telephone number of authorized
Person of the firm/agency _____

5. Please specify as to whether tenderer is sole proprietor/
partnership firm. _____

6. PAN number & Income Tax Return (last three year) _____

7. Service Tax Regd. No. _____

8. Provident Fund Account Number _____

9. ESI Registration Number _____

10. License Number under Contract Labour (R & A) Act. _____

11. Details of earnest money deposited:

a) Amount Rs. -----(Rupees -----)

b) Bank Draft/Pay Order _____

c) Date of issue of BD/PO/ _____

d) Name of issuing authority _____

12. Details of experience in the relevant field. (with full details of the organization where such services was performed along with copies of the satisfactory report)
13. Any other information
14. Declaration by the Contractor:

This is to certify that I/we being signed this tender have read and fully understood all the terms and conditions herein and undertake myself/ourselves abide by them.

Dated:

(Signature of Tenderer)

Name:

Designation:

Address:

Phone (O):
(R)

**PART-II - FINANCIAL BID
(Quotation Tender Form)**

To be filled in properly, legibly and submit in a separate sealed envelope marked as Financial bid.

1. Quotation/Rates (Central Govt. Minimum wages & DGR guidelines to be kept in mind)

(In rupees)

S. No.	Description	Percentage (This is to be read in conjunction with latest rules/acts/regulations and policies promulgated by Competent Authority)	Security Guard (ESM) (without arms)
a.	Basic Wages (BW) plus variable dearness allowances (VDA)		
b.	E.S.I.	4.75% of Basic plus VDA	
c.	E.P.F.	12% of Basic plus VDA	
d.	EDLI	0.5% of Basic plus VDA	
e.	Administrative Charge	1.11% of Basic plus VDA	
f.	Uniform & Washing Allowance	7% of Basic plus VDA	
g.	Relieving Charges (Additional Number of ESM to be employed as leave relief)	28.98% of total of (a) to (f)	
h.	Total cost per head		
i.	Service Charges		
j.	Total		
k.	Service Tax		
l.	Grand Total		

2. Any other information _____

3. Declaration by the Contractor:

It is to certify that I/we before filling & signing this **PART-II** tender document have read and fully understood in the **General Guidelines and Terms & Conditions** of the contract and undertake myself/ourselves to abide by them.

Date:

Signature of the Tenderer with Seal

Place:

(To be executed on Rs. 100/- non-judicial stamp
paper by the security service agency on award of the work)

ANNEXURE

(Term & Conditions of the contract Agreement)

SECURITY AGREEMENT

This agreement made this day of _____ month _____ year _____ between Indira Gandhi National Open University, a statutory University established under the Indira Gandhi National Open University Act (Act No. 50 of 1985) and having its offices at Maidan Garhi, New Delhi-110 068. represented by Registrar, Admn. (Herein after referred to as the 'University' which expression shall, unless it is repugnant to context include its successors and assigns) and M/s _____ (herein after referred to as Contractor, which expression shall where the context so requires include their legal heirs, successors and his legal assigns, executors or Administration) herein after referred as Contractor.

WHEREAS the Contractor is engaged in providing Security Services through its own properly trained personnel and WHEREAS the University is desirous of availing the services.

NOW WHEREAS the University and the contractor had negotiations in this behalf through open tender bid.

NOW, it is hereby agreed between the University and the Contractor to provide Security Services on the terms and conditions herein after mentioned.

1. Contractor shall during the continuance of this agreement provide Security Services through as many Guards/Gun Man/Supervisors as per the requirement of the University from time to time. The requirement of this University for numbers of guards/Gun Man/Supervisors may vary according to needs of the University, which shall be intimated by the University from time to time to the contractor by the concerned officer of the University.
2. That the Contractor shall provide total security personal including Supervisor, Armed guard/gunman and Security guard. This number of security staff may increase or decrease depending on the requirement of the University from time to time, which will be communicated to the Contractor by the concerned officer of the University.
3. Contractor shall immediately supply to the University movement order Bio-Data with photographs of all the security guards posted within a period of 15 days from the effective operation of this agreement and also submit the photocopy of discharge certificate from their previous department in case of ex-serviceman and civilians who will be posted as Security Guards, Armed guards and/or Supervisors.
4. Contractor will provide E.S.I. and E.P.F. facility to its security personnel posted in IGNOU under this agreement.

5. The Contractor shall submit the documentary proof (photocopies) in support of his claim that he has deposited the ESI, EPF and Service Tax in respect of the Guards/Gun Man/Supervisors deployed in IGNOU with the concerned department for previous months with an undertaking. These documents will be verified and certified by the University staff assigned for this purpose from the original documents. If the contractor fails to do so, his bill for the next month will not be processed for payment. Contractor will also certify that proper wages have been paid to the guards. The wages have to be paid by Account payee cheque, giving details. Deduction of ESI & EPF to each individual as a pay slip.
6. The Security personnel shall be properly dressed and will wear full uniform while on duty and remain alert during the duty hours. The Contractor will provide the said uniform. The other security aids like Lathies, Whistle, Torches etc.
7. The University will not provide any medical facility and residential accommodation to the security personnel of the Contractor.
8. Contractor and its security guards, Gun Man and security Supervisors shall be responsible for the security of property (movable or immovable) personnel and materials of the University on the premises of their deployment as well as security of boundaries, buildings, parks and official vehicles in the parking area, fitting and fixtures, stores and equipments, office records (including question papers and answer books). In discharging these responsibilities the risk management of the Security Personnel is the responsibility of the Contractor.
9. Contractor will ensure that the security personnel provided by him or her under the agreement, are trained in fire fighting operations. The security personnel provided by the contractor will be required to undertake successful fire fighting operations in the events of outbreak of fire with the available fire fighting appliances provided by the University to the extent possible with the help of said appliances.
10. Contractor and its Security personnel shall take all necessary action as may be directed by the University, to prevent theft, pilferage, burglary, loss or damage of any of the property (movable or immovable) within the premises of the University.
11. Contractor shall be responsible for all losses/damages to the University's property, under their charge, or to the property specifically entrusted for safe custody to guards/supervisors deployed by Contractor. Any loss/damage due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the security guards will be made good by the Contractor. In case of any loss joint enquiry will be conducted by the University and the Contractor, and submit the report to the Registrar IGNOU for further action.
12. Security personnel will keep the all the keys in their safe custody in respective building and central key room. They will issue the key to authorized person under a procedure after maintaining proper records in the register.
13. The Security Personnel will not indulge in any criminal activities, mal-practices or undesirable activities etc. In such cases, they will be dealt with under the provision of law and Contractor will be fully responsible for their conduct.

14. Contractor shall continue to be responsible for Security guards, Gun-man and Supervisor and any other person employed by it. In respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matter etc. Who shall remain fully under the administrative, financial control and supervision of the Contractor except that the University shall be the sole arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this agreement.
15. The Guards, Gun-man and Supervisors and other personnel shall be at no time, be treated as the employees of the University and also shall have no claim to be regularized in the services of the University. But the agency will change the security staff without prior permission of the concerned officer of the University.
16. Contractor shall have to change over or replace security staff as and when required by the University whether or not such security guards, gunman and Supervisor are found guilty o any misconduct. It shall not be necessary for the University to assign any reason to the Contractor or the Security guards and the security supervisors concerned or any other person in respect of any such change and replacement required by the concerned officer of the University.
17. In consideration of the obligations undertaken by the contractor under this agreement, the University shall pay contractors charges on the basis of the number of such security guards, gun-man and security supervisors actually deployed by Contractor for the effective operation of this agreement, on the rates quoted by the contractor in their Tender based on the guidelines issued by the Local Govt. (i.e. NCT of Delhi and DGR) and contractor shall pay the persons engaged by him under this contract as per the guidelines issued by Ministry of Labour, NCT of Delhi/DGR)
18. The rates/charges for security personnel shall be revised suitably as and when there is an increase in the minimum wages by the Central Govt./National Capital Territory/DGR during the validity of contract effective from date so notified.
19. The Contractor shall submit his bill along with documents herein above guidelines as per Para 5 of this agreement to the University with in first week or every month which shall be cleared within 20 working days but contractor will distribute the Salary to security guards by 10th every month, even if there is some delay in processing the bill files at the University level due to any reason.
20. The security agency will also provide security guards-cum-drivers as demanded by the University having valid LMV driving license and knowledge of Patna roads and experience.
21. No security personnel hired/employed by the agency will form any links or join the association of IGNOU employees in any manner what so ever.
22. Security agency to furnish the security deposit)shall be between 5% to 10% of the value of the Contract as per GFR-2005 Para I-xii) in the form of Bank Draft or Bank Guarantee of a nationalized bank of equal amount in favour of IGNOU which will be released after six months of expiry of the contract. Bank guarantee should be valid for more than two years and six months.
23. University will have full right to impose suitable penalties in case of guards found short of authorized strength, sleeping, under the influence of alcohol or guards getting involved in undesirable activities. In case of guards found sleeping or under influence of alcohol on duty, such

guards will be marked as absent and will immediately be sent back to contractor and contractor shall give its replacement. The concerned officer of University may also suspend such guards/Supervisor for suitable duration as deemed fit depending on his default involvement in indiscipline activities.

24. The security personnel deployed by the contractor shall perform their duties under the supervision of the University's officials deputed for this purpose.
25. The number of duty hours per guard should be as per the provisions in the labour laws and in no case shall exceed 12 hours (four hrs. extra duty on the discretion of the University Security Supervisor on duty or with the permission of Security Officer in the time of emergency). The observance of all the labour laws will be sole responsibility of the contractor in relation to the staff hired/employed by him.
26. In case of any dispute arising out of to this agreement the same shall be resolved initially by Mutual discussion between the parties with in a period of 60 days failing which only courts at Delhi will have the jurisdiction upon the matter.
27. The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job. However the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be blacklisted.
28. In consideration of the obligations undertaken by the contractor under this agreement, the University shall pay contractors charges on the basis of the number of security guards actually deployed by contractor for the effective operation of this agreement, on the rates quoted by the contractor in their tender based on the guidelines issued by the local Govt. (NCT of Delhi). The rates mentioned in tenders are as follows:

Security Guard

- i. Minimum wages
- ii. ESI
- iii. EPF
- iv. Uniform
- v. Relieving charges

Service charge @ _____ % on the bill for wages will be charged and Service Tax as applicable on total bill, which may change from time to time as per directions of the Govt. of India.

29. This agreement will be valid for a period of two years from _____ to _____.

30. This agreement may be extended for a maximum period of two years on year-to-year basis subject to satisfactory performance report and also by mutual consent; the agreement can also be terminated by either side upon giving one month's notice in advance in writing.
31. In the event of failure of security services on the part of the Contractor, the agreement shall be terminated without giving any notice whatsoever, University shall not be responsible for any payment thereafter.
32. The decision of the University as to what constitutes failure of security services shall be final and binding on the contractor and shall not be questioned by him in any manner.

IN WITNESS WHEREON, the parties hereto, have set their hands and seal, this day herein above referred to.

Contractor

Registrar (Administration)

Indira Gandhi National
Open University,
Maidan Garhi,
New Delhi-110 068.

Witness:

1.

2.

Witness:

1.

2.