



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Regional Centre, Killippalam, Thiruvananthapuram

Phone: 0471-2344113, Email: rctrivandrum@ignou.ac.in

TENDER DOCUMENT

for

Engaging Security Agency

No. of Security Guards required	:	06 (2 x 3 shifts)
EMD	:	Rs. 10000/-
Last Date & Time for submission of Tender	:	10/06/2013 upto 3.30 p.m.
Date & Time for Opening of Tender	:	10/06/2013 at 04.00 p.m.

Cost of Tender Form : Rs. 100/-



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Regional Centre, Rajadhani Complex, Opp. PRS Hospital
Killipalam, Karamana PO, Trivandrum - 695002

No.IG/RC- 40/Security/TD/2012-13

Dated: 13th May, 2013

M/s. _____

Subject: Calling of quotation for Security Services and General Guidelines to the tenderers.

Sir.

Sealed quotations are hereby invited from Private Security Agency owned by Ex Defence Officer Registered with DGR, Ministry of Defence for providing security services at Indira Gandhi.National Open University at its Regional Centre located at Rajadhani Complex, Killipalam Karamana PO, Trivandrum.

The general instructions are as under :

1. The IGNOU Regional Centre Thiruvananthapuram may require **06 Security Guards (two each in three shifts)** as per requirement of Regional Centre . Sealed quotations are invited from Private Security Agencies owned by Ex Defence Officer registered with DGR, Ministry of Defence for providing 06 Security Guards at Indira Gandhi National Open University at its Regional Centre located at Rajadhani Complex, Killippalam, Karamana PO, Trivandrum. IGNOU invites sealed quotations in two bids i.e. technical bid and financial bid from reputed, experienced and financially sound Private Security Agencies for providing Security Guards for the period of **two years** and may be extended up to **four years** as per norms subject of approval from headquarter.
2. The interested agencies may collect the tender document on payment of **Rs.100/** in cash from IGNOU Regional Centre address. from: 10.00 A.M. to 05:30 P.M. on all working days except Saturday and Sunday and Government holidays.
3. The tender form can also be downloaded from IGNOU web site <http://rctrivandrum.ignou.ac.in> The cost of tender forms in such cases is to be deposited through a Demand Draft for Rs. 100/- (Rupees One Hundred only) **in favour of IGNOU payable at Thiruvananthapuram** at the time of submission of tender documents.
4. Sealed tenders in prescribed form (**Annexure II & Annexure III**) duly filled in shall be accepted in the office of the Regional Director IGNOU Regional Centre, Trivandrum upto **03.30 PM on 10-6-2013.**
5. The tenders will be opened at **04.00 PM on 10th June, 2013** in the Regional Centre, Trivandrum office by a Tender Opening and Evaluation Committee constituted for this purpose in the presence of tenderers and /or their representative who may like to be present on given date and time.

6. The tender form must be clearly filled in ink legible or typed. The tenderer should quote the rates and amount tendered by him/her/them in figures and in words. In case, there is differences of amount in words and in figures, amount mentioned in words shall be treated correct and final. Tenders with 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.
7. Method for Submission of Tender
 1. The Technical Bid (Annexure II) completed in all respect and signed by the duly authorised person along with the following documents is to be put in a SEALED ENVELOPE superscribing “ TENDER FOR SECURITY SERVICE – TECHNICAL BID”
 - a. EMD by way DD drawn in favour of “IGNOU” payable at Trivandrum for **Rs.10000/-**
 - b. Attested copy of Sponsorship letter issued by DGR
 - c. Attested copy of Service Tax Registration
 - d. Attested copy of EPF Registration
 - e. Attested copy of ESIC Registration
 - f. Attested copy of PAN card
 - g. Copies of Income Tax Returns for the last three years
 - h. Annexure-I duly signed on all pages.
 2. The Financial Bid (Annexure III) completed in all respect and signed by the duly authorised person is to be put in a separate SEALED ENVELOPE superscribing “TENDER FOR SECURITY SERVICE – FINANCIAL BID”
 3. Both the envelopes are to be put in a third SEALED ENVELOPE superscribing “TENDER FOR SECURITY SERVICE
8. 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.
9. 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 in 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 will be rejected summarily without assigning any reasons. No communication will be entertained in this regard.)
10. 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
11. Every paper of the tender should be signed by the Tenderer with seal of the Agency/Firm.
12. The tenderer should take care that the rates are written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.

13. The agency shall have to deposit **Rs, 10,000/-** 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 will not bear any interest what so ever, and will be refunded to the unsuccessful tenderers after award of the work.
14. The successful tender shall have to deposit **Rs. 25,000/-** as Security Deposit in the form of Bank Draft/Bank Guarantee of a Nationalized Bank in favour of IGNOU 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.
15. 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, as per instructions issued by Govt, of India from time to time.
16. The Service Tax as imposed by the Govt. @ 10.30% 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 of 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.
17. Terms and conditions given in **Annexure -I** as agreement will govern the entire Security operations, which the successful tenderer shall have to abide by during the period of contract.
18. 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 panellist, 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.
19. 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.
20. Tender once submitted, it would be presumed to have understood and accepted all the terms and conditions given in this document and Annexure I . No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
21. Any act on the part of the tenderer to influence anybody in the University is liable for rejection of his/her tender.
22. The tenderer 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/her from time to time.

23. Quotation must be unconditional. Any alteration or changes in rates in tender document without proper attestation shall be considered as invalid and liable to be rejected.
24. The Contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
25. Tenders not conforming to these requirements shall be rejected outright and no correspondence thereof be entertained what so ever.
26. 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.
27. 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 the contract, interest of University will be paramount and in this regard the decision of the University shall be final.
28. 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 of individual EPF contribution with their EPF number.
29. 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 –I (Agreement).

(Dr. V. Girija Devi)
Regional Director

(To be executed on Rs.100/- non-judicial stamp
paper by the security service agency on award of the work)
(Term & condition 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-110068 represented by Registrar, Administration (Herein after referred to as the '**University**' which expression shall, unless its repugnant to context include its successors and assigns) and **M/s.** _____ (here in 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) here in 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 Guards as per the requirement of the University from time to time. The requirement of the University for numbers of Security Guards 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 a total number of **06 Security Guards (two each in three shifts)** The number of Security Guards 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.
4. Contractor will provide E.S.I and E.P.F facility to its entire staff posted in IGNOU i.e. Security Guards on behalf of the University, 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 Security Guards 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 and give details like 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 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 Guards, provided by him or her under the agreement are trained in fire fighting operations. The Security Guards 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 Guards 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 and its allied offices.
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 by Contractor.
12. 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 Regional Director, IGNOU for further action.
13. Security personnel will keep 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.
14. The Security personnel will not indulge in any criminal activities, malpractices 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.
15. Contractor shall continue to be responsible for Security Guards, 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.
16. The Security Guards 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 not change the security staff without prior permission of the concerned officer of the University.
17. Contractor shall have to change over or replace security staff as and when required by the University whether or not such Security Guards are found guilty of 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.
18. 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 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 Government and contractor shall pay the persons engaged by him under this contract as per the guidelines issued by Ministry of Labour /DGR.
19. 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./DGR during the validity of contract effective from date so notified.
20. The Contractor shall submit his bill along with documents herein above guidelines as per Para 5 of this agreement to the University in first week of every month which shall be cleared within 20 working days. The contractor will distribute the Salary to security guards even if there is some delay in processing the bill files at the University level due to any reason.
21. The security agency will also provide Security Guards-cum-Drivers as demanded by the concerned Officer having valid LMV driving license and knowledge of local roads and experience.
22. 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.
23. Security agency to furnish the security deposit of **Rs. 25,000/-** in the form of Bank Draft or Bank Guarantee of a nationalized bank of equal amount in favor 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.

24. 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 for suitable duration as deemed fit depending on his default involvement in indiscipline activities.
25. The security personnel deployed by the contractor shall perform their duties under the supervision of the University's official deputed for this purpose.
26. The number of duty hours per guard should be as per the provision in the labour laws and in no case shall exceed 12 hours (four hrs. Extra duty on the discretion of the University or with the permission of the concerned 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.
27. 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 to adjudicate upon the matter.
28. The University reserves the right to have a panel made out 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 panellist 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.
29. In consideration of the obligation 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 Government. The rates mentioned in tenders are as follows:

		Security Guard Ex-serviceman	Security Guard Civilian
i	Minimum wages		
ii	ESI		
iii	EPF		
iv	Bonus		
v	Uniform		
vi	HRA		
vii	Relieving charges (Weekly off/National & other Holidays)		
	Total in Rupees		

30. 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.
31. This agreement will be valid for a period of two years from _____ to _____.
32. 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.
33. In the event of failure of security services on the part of the Contractor, the agreement shall be terminated without giving any notice whatever, University shall not be responsible for any payment thereafter.

34. The decision for 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(Admn.)
For Indira Gandhi National
Open University.**

Witness

Witness

1.

1.

2.

2.

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Regional Centre, Rajadhani Complex, Opp. PRS Hospital
Killipalam, Karamana PO, Trivandrum - 695002

TECHNICAL BID

Affix duly
Attested recent
Passport Size
Photograph
of the Tenderer

INFORMATION OF TENDERER FOR PROVIDING SECURITY SERVICE

1. Name of the Firm/ Agency _____
2. Address with Telephone _____
Number of the Firm/Agency _____
3. DGR Registration reference _____
(Enclose copy)
4. Name, Designation, Address and _____
Telephone number of authorized _____
Person of the firm/agency _____
(Enclose a brief bio data of the authorised Person, affixing a photograph) _____
5. Specify as to whether _____
Tenderer is sole proprietor/ _____
Partnership firm _____
6. PAN number & income Tax _____
Return of 2011-12 showing _____
more than one crore turnover _____
7. Service tax Regn. 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 : 10000/- (Rupees Ten thousand only)**
- b) Bank Draft No _____
- c) Date of issue of Draft _____
- d) Name of issuing Bank _____

12. Details of experience in the relevant _____
field. (with full details of the _____
Organization where such services was _____
performed along with copies of _____
satisfactory report _____
(Attach separate sheet if required)

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 to abide by them.

Dated:

(Signature of Tenderer)

Name:

Designation:

Address:

Phone (O)

Phone (R)

Mobile :

(Office Seal)

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Regional Centre, Killipalam, Karamana PO, Trivandrum - 695002

FINANCIAL BID
TENDER FORM FOR PROVIDING SECURITY SERVICE
(To be put in a separate sealed envelope)

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

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

Sl.No	Description	Security Guard(Civilian Trained/Experienced	Security Guard (Ex-man)	Head guard Armed Guard (Ex-Man)	Security Supervisor (Ex-man)
1.	Basic Minimum Wages indicating VDA				
2.	E.S.I				
3.	E.P.F				
4.	Bonus				
5.	Gratuity/Terminal/ Benefits				
6.	H.R.A				
7.	Uniform& Washing allowance				
8.	Total				
9.	1/6 reliving Charge (Weekly off National Holidays Other Holidays				
10.	Cost per head				
11.	Service Charges				
12.	Grand Total				
13.	Service Tax				
14.	Any other charges				

Signature of the Tenderer

2. Any other information _____

3. Name and Designation of the Authorized Signatory.

4. Telephone Nos. of the office/Mobile No./Fax No./E-mail

5. Declaration by the Contractor

It is to certify that I/we before filling & signing this **Financial Bid** tender document have read and fully understood the General Guidelines, terms & condition of the contract and undertake myself/ourselves to abide by them.

Date:

Place:

Signature of the Tenderer with Seal

Name

Designation

Address

(Office seal)

Phone No. (O)

Phone No. (R)

Mobile No.

E-mail No.

Fax No.

Tenderer please note: Send only duly filled Annexure I & Annexure II (**Technical Bid**) and Annexure III (**Financial Bid**) in separate envelopes with supporting documents, if any you wish to enclose.