



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**

**Tender document**  
**for**  
**Providing Security Services in IGNOU Head Quarter and its Regional Centers located**  
**at New Delhi and NCR.**

**(Estimated value: Rs. 4 Crore)**

**Last Date for submission of Tender: at 3.00 p.m. on 30/06/2014**

**Date & Time for opening of Tender: at 3.30 p.m. on 30/06/2014**

**Registrar (Administration)**  
**Indira Gandhi National Open University**  
**Maidan Garhi, New Delhi – 110068**  
**Website : [www.ignou.ac.in](http://www.ignou.ac.in)**

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**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
**Maidan Garhi New Delhi – 110 068**  
**(General Administration)**

F. No.: IG/GA/Security/2014

Dated: /.../2014

To,

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**Sub: Bids for providing Security Services in IGNOU Head Quarter and its Regional Centers located in New Delhi and NCR.**

Sir,

Sealed quotations under two bid system (Technical & Financial) are hereby invited from the Security Agencies owned by Ex. Defence Officer(s), ex-officers from Para-military forces for providing security services in IGNOU head quarter and Regional Centes located in New Delhi and NCR. **The Security Agency/Contractor should have valid Licence for running the Security Agency as per Contract Labour (Regulation & Abolition) Act, 1970. The Contractor should have licence to employ 250 personnel.** The contract will be awarded initially for two years which can be extended further one more year on mutual consent in accordance with the present tentative requirement as below:

**DETAILS OF REQUIRED SECURITY PERSONNEL**

LOCATION	SUPERVISOR	ASTT. SUP.	GUN MAN	SECURITY GUARDS	TOTAL
UNIVERSITY CAMPUS	3	14.5	06	144	167.5
RC-I, MATHURA RD.		1.5		07	8.5
VC. RESIDENCE, AGVC				03	03
C.M.D STORE, AGVC				03	03
PVC RESIDENCE & PETROLLING AGVC				09	09
RC – III, DWARKA				03	03
RC-II – School of Gandhian Studies (Raj Ghat)				03	03
RC – NOIDA				06	06
<b>TOTAL</b>	<b>3</b>	<b>16</b>	<b>06</b>	<b>178</b>	<b>203</b>

## Terms & Conditions

### 2. General

The Tender Document can be purchased on a payment of Rs. 2,000/- (Rupees Two Thousand only) in the form of DD only in favour of IGNOU, New Delhi from the office of Security Unit, Room No. 09, Block No.11, IGNOU, Maidan Garhi, New Delhi 110068 on any working day from 10 am to 5 pm upto 30/06/2014. The Tender document can also be downloaded from IGNOU's Website i.e. [www.ignou.ac.in](http://www.ignou.ac.in) but in that case the same may be submitted with the requisite Tender fee along with the EMD upto 3.00pm on 30/06/2014. (The Tender fee is non-refundable). The Tender submitted without the Tender fee and /(or) the EMD will summarily be rejected. The Bidder may visit the site before quoting their rates.

#### 2.1 Minimum Eligibility Criteria

- a) The Security Agency/Contractor should have Licence for running the Security Agency as per Contract Labour (Regulation & Abolition) Act, 1970 and should be able to supply at least 25% and more number of Security Guards as ex-serviceman and have been in the business of recruitment and supply of ex-servicemen/trained Civilian as security Supervisor/Security Guards/Gunman for a minimum period of three years in Govt. Organizations/Autonomous institutions/ University/ Academic institutions' and its residential complex.
- b) The security personnel provided shall be the employees of the Contractor *for all purposes* and all statutory liabilities will be paid/borne by the contractor such as ESI, PF, Workmen's compensations etc.
- c) The Security Agency/Contractor shall abide by and comply with all the relevant laws and statutory requirements under Labour Act, Minimum Wages act (Contract Labour Regulation & Abolition Act 1970), EPF, ESI etc. in r/o the Security personnel engaged by him for work. It will be the responsibility of the contractor to provide the details of manpower deployed by him, to the University and to the Labour Department.
- d) The Security Agency's/Contractor's Annual Turnover should not be less than Rs.3 (Three) Crore during the past three financial years i.e. 2010-11, 2011-12. & 2012-13.
- e) The Security Agency/Contractor should be in possession of necessary license from Government authorities for running security agency and should possess necessary permission for possession of arms and ammunition in respect of armed guards from Government authorities.
- f) Similarly, the armed guards shall have necessary License for possession and operation of arms and ammunition and their antecedents should be duly verified by police authorities, at the *instance/cost* of the contractor/Agency. Proof of the verification of antecedents and necessary license for possession and operation of arms and ammunition should be furnished within 15 Days of award of contract.
- g) The antecedents of security personnel to be deployed in IGNOU should have been got verified from the local police before deployment, *at the cost/ instance of the contractor*.
- h) The Security Agency/Contractor should have complied with all the legal provisions pertaining to his/its line of business
- i) The Security Agency/Contractor should have a reputed client list *as per (a) pre-page*.

j) The Security Agency/ Contractor should be in a position to supply the requisite number of guards within the stipulated period as specified by the University as per its requirement. The Guards so posted should take their positions, at various sites on the prescribed date and time.

k) Quoting less, violation of minimum wages act, Contract labour act, Govt. of India, Ministry of labour and Employment Order and other statutory provisions shall make the Contractor 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 regard.

l) The tenderer/security agency/Contractor will be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining all material, tools such as Turch, Sticks (Lathi) and facilities which are minimum required for security services for the Guards deployed at his own cost.

m) The Security Agency/Contractor should submit the attested copies of PAN No./Service Tax Registration No./Valid PF/ESI Registration No./ Licence and number under Contract Labour Act, proof of being run by Ex-serviceman, proof of average annual turnover duly supported with audited balance sheet, experience certificate supported by documents from the concerned departments.

## **2.2 Compliance with the technical terms and labour regulations**

a) The services offered shall be in accordance with the requisite terms & conditions/eligibility criteria contained in the Tender Document and in accordance with the minimum statutory requirement covered under Govt. of India Rules including Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF/ESI etc. with regard to Security personnel engaged by the contractor and which includes maintenance of Attendance Register, maintenance of Payment Register, Overtime Register etc. However, additional information/deviation from the IGNOU's requirement, if any, shall be clearly indicated alongwith the explanation.

b) The university reserves the right to fix the requirement and other aspects as per its actual requirement. The decision of the Tender Opening and Evaluation Committee duly constituted by IGNOU shall be final in this regard and representation of any kind shall not be entertained. Any attempt by any tenderer to bring pressure of any kind may disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for tenders in future for a period of three years besides forfeiture of the EMD.

c) The Security Agency shall be responsible for the payments to Security Guards/Supervisors employed for the performance or carrying out the said work and that IGNOU shall in no event be liable for the same. The Agency/Contractor shall keep IGNOU indemnified against the same and from all proceedings in respect thereof. ***The Contractor shall open Saving Bank Account for each of the Security Guards/Supervisor/Gunman etc. in PNB, IGNOU, Maidn Garhi, New Delhi-110068.*** The payment to the employees of Security Agency towards wages allowances should be made by ECS.

d) The security agency shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's compensation Act and amendments thereto. It shall be responsible for and pay the expenses for providing medical

treatment to the Security Guards/Supervisor deployed by it, who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the University premises. The Security Guards/Supervisor shall be deemed to be the employees of the Security Agency *for all purposes including but not limited to-* the payment of wages, minimum wages act and all other labour laws, rules and regulations there under. The IGNOU reserves the right to check the actual payment of the wages register maintained by the Security Agency and also the connected documents in respect of the above.

### **2.3 Submission of Tender**

- a) The technical and financial bids must be submitted in separate sealed covers & *should be superscribed “Technical Bid for Security Services” & “Financial Bid for Security Services”* in the format as prescribed in **Annexure-I** and **Annexure-II** respectively. The envelope containing the technical bid needs to be accompanied by the EMD, Tender Fee (if applicable) and required documents.
- b) Both the technical and financial bids may be kept in the third envelope superscribing **“Tender for Security services in IGNOU HQ, its Regional Centres in Delhi/N Delhi & NCR”**.
- c) The sealed envelope containing all the bids must be submitted/sent so as to reach the office of SO(Security), Room No. 09, Block No.11, Indira Gandhi National Open University (IGNOU), Maidan Garhi, New Delhi 110068 on or before the stipulated date & time.
- d) The bids/quotation must be accompanied by the relevant documents/ literature confirming the services to be provided duly signed by the Tenderer with seal of the firm on each & every page. The bid submitted in a casual manner and without proper documentation shall be summarily rejected.
- e) The tender form must be clearly filled in ink legible or typed. 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. (*In case of authorized signatory an authorization letter must be submitted*).
- f) Every paper of the tender should be signed by the Tenderer with seal of Firm.
- g) Late/delayed tenders due to any reason, whatsoever, will not be accepted/considered under any circumstances.
- h) All rates and other information like discounts etc. having a bearing on the rates shall be written, both in figures and words in the prescribed format of financial bid (**Annexure- II**) Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.
- i) Quotation must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and the tender is liable to be rejected.
- j) Tenders not conforming to the requisite requirements shall be rejected out rightly and no correspondence in this regard shall be entertained in whatsoever manner.
- k) The tender(s) not submitted in the prescribed manner shall be summarily rejected and their Financial Bids shall not be opened.

l) The IGNOU reserves the right to accept or reject any tender without assigning any reason thereof.

m) The technical bid must be submitted alongwith an affidavit on non-judicial paper (as per Annexure-VI) to the effect that no Vigilance/CBI/Criminal case pending against the firm and service provider has not been blacklisted.

#### **2.4 NO TENDER SHALL BE CONSIDERED, IF:-**

- i. The tender document not accompanied by a DD for Rs.2000/- in favour of IGNOU as per para 1 page no.5 (in case downloaded from the web site).
- ii. Not submitted in prescribed form and not accompanied with bid security (Earnest Money Deposit) as specified.
- iii. The tender is conditional and inconsistent with the terms and conditions of the Tenderer Document.
- iv. More than one rate is quoted for each service.
- v. The tenderer submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s).
- vi. The tender is received after the dead-line for submission of bid.
- vii. The tender document is not signed by the tenderer on each and every page in token of having accepted the terms and conditions of tender.
- viii. The rate is not all inclusive of all the financial obligations/ implications to IGNOU.

#### **2.5 DUTY DAYS/ HOURS**

The Security Service exercise is to be undertaken regularly on a daily basis. The Security Personnel shall remain available round the clock. The exact duties will be intimated by C.S.O.

#### **2.6 RESPONSIBILITIES OF THE CONTRACTOR:**

- i. The Contractor (firm) should take utmost care not to leak/divulge any information of the IGNOU, to any third party and full confidentiality shall be maintained.
- ii. The losses sustained to the IGNOU due to negligence of the services of the Contractor in the form of loss/damage of property will be recoverable from the Contractor (firm) as per the estimation in terms of money value by the IGNOU and the decision of the IGNOU in this regard shall be final and binding on the Contractor (firm).
- iii. The Contractor shall maintain the highest standards of ethics during the execution of the contract. Character and antecedents of all personnel deputed for security services in IGNOU should have been verified by the Contractor through Police. In case of doubt on any personnel the IGNOU reserves the right to get police verification of these personnel done if necessary and reject those not cleared by the Police.
- iv. The Contractor shall be responsible for the behaviour/conduct of persons deployed by the agency. IGNOU shall have the right to ask for removal of any person of the Agency who is not found to be competent and orderly in discharge of his/her duty.
- v. The selected agency shall make payments to its employees in strict observance of Labour law Minimum Wages Act and other statutory requirements with regard to ESI/PF/Gratuity/Paid Leave etc. Any failure on the part of the Contractor in this regard



will entail termination of the contract and forfeiture of the Security Deposits in addition to other penal action as per law.

- vi. Plan & manage the Security Service in consultation with C.S.O./Security Supervisor of the IGNOU. The Contractor will arrange for required resources, including manpower, machinery, Battery//Fire alarm and any other Security Equipment required for proper discharge of duties to its personnel. Protective gear including boots, gloves, Jackets etc. shall be provided by the Contractor to the Security staff.
- vii. The Contractor will also arrange manpower for special VIP visits.
- viii. The Contractor shall not engage/deploy the Child Labour which is prohibited under Child Labour (Prohibition and Regulation) Act 1986. Employment of such Labour and violation of the said Act will lead to the termination of the Contract and legal action deemed fit by the IGNOU.
- ix. The Contractor shall engage only such personnel, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- x. The contractor shall provide uniform to each of its staff members including dress shoes and also carry nameplates etc and ensure that they are properly attired.
- xi. IGNOU shall not be responsible for any claim of whatsoever nature against the contractors from third party including claims, if any, from the personnel employed by the contractor and deployed at IGNOU offices.
- xii. The contractor should indemnify the IGNOU at all times against all claims, damages or compensation under provision of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961, Delhi Shops and Essential Commodities Act, including any amendments to the said Acts or any other laws relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. IGNOU shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.
- xiii. The agency shall fulfill all the legal requirements for obtaining license under Contract Labour (Regulation & Abolition) Act, 1970 at their own part and cost. The Contractor should have Licence to employ 250 Personnel.
- xiv. The contractor shall provide documentary evidence to IGNOU from time to time about depositing the ESI, PF and other mandatory Contributions in the account of respective employees.
- xv. The Security Agency/Contractor should provide walki talki among Supervisors and Security Guards posted at VIP Locations/Stores/Evaluation Division and Main Gate.

## **2.7 Opening & Evaluation of Tender**

- a) The technical bids shall be opened at 3.30 P.M. on 30/6/2014 & evaluated in the first instance as per terms of the tender based on techno-commercial parameters in the presence of the representative(s) of the participating Agencies who may wish to be present and the

members of the duly constituted Tender Opening & Evaluation Committee (TOEC) on the stipulated date & time.

b) If considered necessary, the Committee may decide to visit and inspect the main office/ branches of the Agency and other related sites, as it may find worth, in order to gather further information leading to evaluation of bids. Tenderer will be bound to provide all necessary information as desired by the Committee.

c) The IGNOU reserves the right to select the tenderer on the basis of best possible bids received. The decision of the Tender Opening & Evaluation Committee arrived at, in this regard shall be final and representation of any kind shall not be entertained. Any attempt by any tenderer to bring pressure of any kind may disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for all tenders in IGNOU for a period of three years.

d) If the IGNOU considers necessary, it may ask for revised bids from the short listed tenderers which should be submitted within three days of intimation of this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier unless the requirement is of higher quality services than the earlier ones, by the respective tenderer. Any tenderer quoting higher rates for the same services with same workforce quoted earlier in their revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.

e) 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 on same rates/terms and conditions. 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.

f) The University reserves the right to cancel/reject full or any part of the tender which tenderer(s) do not fulfill the condition stipulated in the matter.

g) The IGNOU reserves the right to award the contract to any of the bidders in the interest of the University irrespective of not being lowest and in this respect, the decision of the University shall be final.

## **2.8 Performance Evaluation**

a) The quality assurance of the Security Services would be ensured to the University 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/security agency and all his staff deployed for security work will work under the supervision of the officials assigned for this task by the University.

c) The Contractor/security agency shall be responsible to maintain all property and equipment of the department entrusted to it.

d) The personnel engaged should be extremely courteous and have very pleasant mannerism in dealing with the IGNOU officials/residents/visitors and should project an image of utmost discipline. The contractor shall have to remove any person in case of complaint or as decided by the University, if any security personnel is not performing the job satisfactorily or otherwise. The Contractor shall have to arrange suitable replacement in all such cases.

e) All liabilities arising out of accident or death while on duty shall be borne by the Contractor.

f) The Contractor/security agency and its staff shall take proper and reasonable precautions to preserve the property from loss, destruction, waste or misuse in the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the University under its control.

g) The IGNOU shall have the right, within reason, to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to change the staff with prior intimation to IGNOU.

h) The selected Security agency/Contractor shall have to provide the proof of deposit of salary ESI, EPF to the individual account of the staff deployed each month alongwith the bill for the following month and also submit a copy of annual return giving complete list with all the details of individual EPF/ESI contribution with their EPF/ESI number.

i) 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, the interest of the University will be paramount and the decision of the University in this regard shall be final.

### **2.9 Earnest Money Deposit**

a) Earnest Money deposit (EMD) for an amount of Rs. 08 lakh (Rupees Eight Lakh Only) shall be submitted along with the quotation in the form of a Demand Draft from any nationalized/commercial Bank in favour of IGNOU payable at New Delhi having validity upto a minimum period of three months from the last date of submission of tender/bid.

b) The EMD will be refunded to unsuccessful bidder(s) within 30 days after finalization of the tender. However, in case of successful bidder it will be refunded only on receipt of Performance Security.

c) No interest will be paid on EMD.

### **2.10 Performance Security Deposit**

The successful tenderer shall, before executing the order, within 15 days of despatch of letter intimating acceptance of the offer in the form of Letter of Intent, deposit an amount equivalent to 10% of the value of the Contract in INR as security deposit for the due performance of the contract. The security deposit may be furnished in the format of a Demand Draft/Bank Guarantee (as per Annexure-V)/FDR in favour of IGNOU from a nationalized/commercial bank duly countersigned by the bankers. The validity of Security Deposit shall remain valid for a period of six months beyond the date of completion of all contractual obligations of the Agency. Failure to furnish Security Deposit shall be treated as breach of contract and shall entail cancellation of the contract forfeiture of EMD. If the tenderer is not able to provide the services completely within the specified period to the

complete satisfaction of IGNOU, the necessary action would be initiated in terms of relevant Clauses of Tender which includes forfeiture of performance security and even blacklisting of Contractor.

### **2.11 Effect and Validity of Offer**

- (a) The offer/rates given shall not be changed in any circumstances after the submission of the bid and shall be valid till the contractual obligation.
- (b) The Contract will be valid for a period of two years, which may be extended further for a period up to a maximum of one year on satisfactory performance as per terms given Annexure-II (Agreement) on mutual consent.

### **2.12 Delivery of Security services**

Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer will provide the services within a period of 10 days or as per requirement from the date of placing the Award Letter unless the period of delivery of services extended due to a justified reason duly accepted by the University. Accordance with the conditions of the Contract at the time/place and in the manner specified in the Contract/agreement/offer. Any delay in providing security services within the time fixed or in the event of repudiation of the contract, the IGNOU reserves the right to recover damage for Breach of Contract as indicated below

(a) To forfeit the EMD/performance security or both of the Agency/Contractor besides blacklisting for a minimum period of three years for providing such services in IGNOU

### **2.13 Assignment**

Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer will provide the services within a period of 10 days from the date of placing the Award Letter unless the period of delivery of services extended due to a justified reason duly accepted by the University. The Contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.

### **2.14 Signing of Agreement**

- a) IGNOU will award the Contract to the successful bidder through an offer letter, who, within 15 days of receipt of the same, shall sign and return a copy as a token of acceptance of the same to IGNOU.
- b) The successful bidder shall be required to execute an AGREEMENT on non-judicial stamp paper of appropriate value (the cost of stamp paper (Rs.100/-) shall be borne by the Contractor), within 15 days of the receipt of the offer letter for acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security (EMD) shall be forfeited and the acceptance of the Tender may be considered as cancelled.

### **2.15 Payment Terms**

- a) 100 % payment shall be made within 30 days of submission of bills duly supported by the relevant documents after statutory deductions as applicable from time to time.
- b) The security agency will install a biometric attendance machine (at his cost) at the main gate to record the presence of Security Guards and Security Supervisor on duty for each shift of the day. Payment of the bills will be as per the recordings of the biometric attendance

machine. The printout of the attendance sheet which should be got countersigned every day by an authorized officer of IGNOU.

c) No part of the contract price shall become due or payable until the tenderer has provided the services to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.

d) The number of duty hours per guard should be as per the provisions in the labour laws. The Security Personnel will be deployed on rotational basis on 8 hours basis in three shifts and in no case their duty shall exceed 12 hours (four hrs. extra duty on the discretion of the University Security Supervisor on duty or with the permission of Chief Security Officer). However, reason for deployment of security personnel for 12 hours duty is to be justified on case to case basis to the Competent Authority. The observance of all the labour laws will be sole responsibility of the contractor in relation to the staff hired/employed by him.

## **2.16 Penalty for Delay in Security Services**

(a) In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the contractor basis of certificate signed by the Chief Security Officer/ Security Supervisor of IGNOU (to be verified from the biometric attendance machine). The penalty for some of the defaults is as under:-

<b>S.No.</b>	<b>Nature of default</b>	<b>Penalty Rs.</b>
1.	Late Reporting	Rs. 200/- upto two hours
2.	Non reporting	Rs. 1000/- per day
3.	Refusal of duties	Rs. 1000/- per instance
4.	Non-observation of dress-code	Rs. 200/- per instance
5.	Change of security guards without prior permission	Rs. 1000/- per instance
6.	Paying less to Security Personnel than , what is actually payable to the Contractor	Rs. 2000/- each individual/per month
7.	Non-production of collective statement (return) of ESI & EPF in respect of Security Personnel deployed in the University and documentary proof of deposit of Service Tax.	Rs. 1,000/- per month or as decided by the Registrar (Administration) or concerned Regional Director in consultation with Registrar (Administration).

(b) In the event of any damage/loss *caused* to the IGNOU, as a result of any lapse on the part of the security personnel deployed by the Contractor which will be established after due enquiry conducted by IGNOU, the said loss can be claimed from the Contractor upto the value of the loss plus other liquidated damages as deemed fit by IGNOU. The decision of IGNOU in this regard will be final and binding on the Contractor.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, the concerned personnel shall be removed from the IGNOU security immediately. An enquiry will be initiated if the misconduct/misbehaviour is proved, a penalty or Rs. 2,000/- for each such incident shall be levied and the same shall be deducted from Contractor's bill. Further, the concerned contractor's personnel shall be removed from the IGNOU system immediately.

(d) The decision of the authority placing the order in this regard will be final. If the tenderer does not feel satisfied with the decision, he will be at liberty to approach the Vice-Chancellor, IGNOU. His decision in this regard will be binding on the contractor.

## **2.17 INCOME TAX/ SERVICE TAX**

The successful tenderer will have to necessarily furnish a copy of the PAN/Tan and a copy of Service Tax No. / return, ESI/EPF etc. for last 3 years (i.e. 2010-11, 2011-12 & 2012-13).

## **2.18 ADDRESS OF THE CONTRACTOR FOR THE PURPOSE OF SENDING NOTICE AND COMMUNICATION ON BEHALF OF THE IGNOU :**

For all purpose of the Contract, including legal proceedings thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, letter containing no other communication and sent by Regd. A/D post, to the Registrar(Administration), IGNOU. The Contractor shall be solely responsible for the consequences of an omission or error to notify the change of address in the manner aforesaid. Communication to be sent to the University shall be addressed to Registrar (Administration) in Room no. 02, Block-4, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110 068 and be sent by registered post only.

## **2.19 EXERCISE OF THE POWER OF IGNOU**

Any communication or notice on behalf of the IGNOU in relation to the contract may be issued to the Contractor by the Registrar, Administration or by any other officer authorized by him in IGNOU and all such communications and notices may be served on the Contractor either by Speed Post/ registered post or by hand delivery at the option of such officer, and posting of the letter will be deemed to have been served on the Contractor.

## **2.20 CHANGES IN THE FIRM**

- i. If the Contractor is a partnership firm, no new partners shall be introduced in the firm, except with the prior consent in writing of the Registrar, Administration, IGNOU, which will be granted only upon execution of a written undertaking by the new partner and accept the liabilities incurred by the firm under the Contract prior to the date of such undertaking.

Any person who is in Government service or an employee of the University should not be made a partner to the contract directly or indirectly in any manner whatsoever.

- ii. If on the death or retirement of any partner of the firm, the said partnership firm is dissolved before the complete performance of the Contract, the Vice-Chancellor, IGNOU, may at his option, cancel the Contract and in such case the Contractor shall have no claim whatsoever or any compensation against the IGNOU.
- iii. If the contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Registrar, Administration Division, IGNOU, by Regd./AD. Post.

## **2.21 CONSEQUENCES OF BREACH**

- i. If the contractor commits breach of any of the conditions of the contract, it shall be lawful for IGNOU to cancel the Contract and make alternate suitable arrangement at the risk and cost of the Contractor.

- ii. The decision of the IGNOU with regard to any matter or anything concerning or arising out of the sub-clauses or any question whether the Contractor or any of the partner(s) of the firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the Contractor and the contractor cannot raise any objection thereto at any point of time.
- iii. In case of any dispute, during tender process/contract period, the decision of the Honorable Vice Chancellor or Registrar (Administration), IGNOU, Maidan Garhi, New Delhi-110068, would be final and binding.

## **2.22 PRECAUTIONARY MEASURES**

- i. The physical counting of Security Personnel can be carried out by the University at any time/ any day for verification.
- ii. All jobs should be carried out with due regard to the prescribed specifications and terms mentioned in the Contract/ Agreement.
- iii. The University shall not be bound by any oral or other representations sought to be made by any officer of the University, communication of the Registrar, Administration or an officer authorized by him.

## **2.23 CANCELLATION OF CONTRACT**

If at any time after acceptance of the tender, IGNOU for any reasons whatsoever, does not require the whole or part of the work, the Registrar, Administration, IGNOU shall be entitled to give a notice in writing to this effect to the Contractor, intimating cancellation of the full or part of the contract and the contractor shall have no right to claim any payment of compensation or otherwise, whatsoever, on account of any loss direct or indirect suffered/ to be suffered by him. The Contract can be terminated upon directions from the Vice-Chancellor, IGNOU, at any time by giving (thirty) days notice in writing without assigning any reasons whatsoever.

## **2.24 INSOLEVENCY AND BREACH OF CONTRACT**

The IGNOU may at any time, by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following event, that is to say:

- i. If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvency or shall have a Receiver appointed on the Business or an order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignment or if the firm be dissolved under the partnership Act, or
- ii. If the Contractor commits any breach of Contract not herein specifically provided for :
- iii. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the IGNOU and provided also that the contractor shall be liable to pay to IGNOU for any extra expenditure, he is thereby put to.

## **2.25 LIQUIDATED DAMAGES**

IGNOU reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess

expenditure incurred on account of this will be recovered by IGNOU from Security Deposit or pending bill or by raising a separate claim.

#### **2.26 FORCE MAJEURE:**

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said causes by giving notice to the other party within 72 hours of the ending of the cause respectively. If services are suspended by Force Majeure conditions lasting for more than 2 (two) months, IGNOU shall have the option of canceling this contract in whole or part at its discretion without any liability on its part.

The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract/ Agreement is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor (firm) and not involving the Contractor's fault or negligence and not foreseeable.

#### **2.27 PROCEDURE FOR SUBMISSION OF BILLS**

After each month of work, **the pre-receipted bill in triplicate prepared on the basis of the accepted rates** should be submitted to the Deputy Registrar, General Administration, IGNOU for necessary action together with attendance/ satisfactory work completion certificate from Chief Security Officer. The University reserves the right to carry out a post payment audit of the contractor's bill including all supporting vouchers. **The IGNOU further reserves the right to enforce recovery of any overpayment coming to light as a result of such audit, by any or all the methods prescribed above.**

#### **2.28 SETTLEMENT OF DISPUTES AND JURISDICTION**

The disputes shall in the first instance be tried to resolve by mutual discussions between the both parties within a period of two months failing which only the regular courts of Delhi/ New Delhi will have the exclusive jurisdiction to adjudicate upon the matter.

#### **2.29 NO WAIVER**

No act of omission and commission of IGNOU shall constitute or deemed to have the effect of waiver of any right or entitlements of IGNOU in respect of this contract.

#### **2.30 AUTHORITY**

No communication, certificate, letter or other document issued for IGNOU shall have any effect for this contract unless it is issued by the Registrar, Administration or under his authority.



(To be filled and sent in sealed envelope no. (1))

**FORMAT OF QUOTATION FOR TECHNICAL BID**

To be filled in properly, legibly and submit in a separate sealed envelope marked as "Technical Bid for providing Security Services in IGNOU" and its Regional Centre located in NCR, alongwith necessary document in confirmation of the details given below:

1. Name of the Registered Firm : \_\_\_\_\_
2. Complete address of the Firm : \_\_\_\_\_  
its main office & branch office  
with Land Line Tel./Mobile No., Fax & e-mail:
3. Please specify whether the firm is sole proprietor : \_\_\_\_\_  
or partnership firm name and address and telephone \_\_\_\_\_  
numbers of Director/Partner should be specify \_\_\_\_\_
4. Contact Person(s) with Mobile/Land Line Ph. No. : \_\_\_\_\_
5. Labour Department Registration No. : \_\_\_\_\_  
(enclose copy)
6. Licence No. for running the Security Agency as : \_\_\_\_\_  
per Contract Labour (Regulation & Abolition)  
Act,1970. The Contractor should have Licence to  
Employ 250 Personnel. (copy enclosed).
7. Provident Fund Account No. : \_\_\_\_\_  
(Copy enclosed )
8. ESIC Registration No. : \_\_\_\_\_  
(Copy enclosed )
9. PAN No. of Income Tax Dept. : \_\_\_\_\_
10. TAN No. (Copy enclosed) : \_\_\_\_\_
11. The annual turn over for the last three years : \_\_\_\_\_  
i.e. 2010-11, 2011-12 & 2012-13 (minimum 3 crore)  
along with Income Tax Returns (please attach  
documents in this regard).
12. Service Tax Registration No. : \_\_\_\_\_  
(Please enclose copy)
13. Whether the Contractor has : \_\_\_\_\_  
Ever been blacklisted, if so, provide details : \_\_\_\_\_  
Thereof:
14. Details of EMD furnished:
  - a) Amount Rs. : \_\_\_\_\_  
Rupees in words : \_\_\_\_\_
  - b) Bank draft/pay order no. : \_\_\_\_\_
  - c) Date of Issue : \_\_\_\_\_

- d) Name of the Bank : \_\_\_\_\_  
 Total no.of Security Guards on the strength of the Agency : \_\_\_\_\_  
 Total no. of Ex-Service Man employed by the Agency : \_\_\_\_\_
15. Experience of running Security services :-----  
 (Minimum 3 years).

List of major client including Govt. organizations/academic Institutions

Sl. No	Name of Client with Contract details	Category/nature of Security personnel provided	Period for which supplied	No. of persons supplied
1.				
2.				
3.				
4.				
5.				

**Note : Please attach a copy of the relevant documents**

## **DECLARATION**

I/We hereby certify that the information furnished above are complete and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, my/our Firm is liable for blacklisted and will not have any right of dealing with the IGNOU for three years. Moreover, the University reserves the right to take any suitable action in accordance with the Tender including forfeiture of Performance Security/EMD, as the case may be.

Signature of authorized signatory with date & seal

Date :

Place :

**Price Schedule (Financial Bid)**

(To be duly filled in and sent in sealed envelope no. marked – Financial Bid for providing security services in IGNOU and its Regional Centres located in NCR - each page must be signed with SEAL of the Tenderer)

**FORMAT OF QUOTATION FOR FINANCIAL BID FOR PROVIDING SECURITY SERVICES TO IGNOU AND ITS REGIONAL CENTRES LOCATED IN NCR**

Name of Firm: \_\_\_\_\_

Name and Designation of Authorized Signatory: \_\_\_\_\_

Land Line Telephone Nos. of the office/ Fax No. \_\_\_\_\_

Mobile No./ e-mail: \_\_\_\_\_

Minimum Wages as provided in the Act may be kept in mind, while quoting the rates.

S. No.	Description	Security Guard (Civilian Trained/Experienced)	Security Guard (Ex-Service Man)	Head Guard Armed Guard (Ex-Service Man)	Security Supervisor (Ex-Service Man)
1.	Basic Minimum Wages plus VDA				
2.	E.S.I (as per Govt. rules)				
3.	E.P.F. (as per Govt. rules)				
4.	Bonus (as per Govt. rules)				
5.	Gratuity/Terminal/Benefit (as per Govt. rules)				
6.	H.R.A (as per Govt. rules)				
7.	Uniform & Washing allowance (as per Govt. rules)				
08	Total				
09	1/6 Reliving Charge (Weekly off National Holidays Other Holidays) on sum of 1 to 7-As per Govt. rules)				
10	Cost per head				
11	Service Charges				
12	Grand Total				

Note: - The rates for Security Guards (civilian), Security Guards (Ex-Serviceman), Arm Guards and Supervisors (ex-serviceman) may be quoted separately by the Agency. Service Tax is not payable.

**Other forms and formats for submission**

(To be duly filled in and sent in sealed envelop no. (1) –Technical Bid)

**MONEY DEPOSIT AND TENDER FEE DETAILS**

Name of the Company \_\_\_\_\_

i) Total EMD Amount: ` \_\_\_\_\_ (in words)

(Rupees \_\_\_\_\_ in figures)

ii) Tender Fee: \_\_\_\_\_

(Rupees \_\_\_\_\_ in figure)

Details of each Demand Draft :

S.No.	Account	EMD	Amount	Name of the Bank	DD No.	Date
<u>1</u>	<u>Tender Fee</u>					
<u>2</u>	<u>EMD</u>					

Date :

**SECURITY AGREEMENT**

This agreement is made on ----- between Indira Gandhi National Open University, a Statutory University established under the act of Parliament (ACT No.50 of 1985) and having its offices at Maidan Garhi, New Delhi-110068 represented by Registrar (Admin.) (Herein after referred to as the “University” which expression shall, unless it is repugnant to context include its successors and assigns) and -----  
----- having its office at -----  
- represented by Authorized Representative (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 Administrators) herein after referred as Contractor.

WHEREAS the Contractor is engaged in providing security services through its own properly trained personnel WHEREAS the University is desirous of availing the services at **University Head Quarter (IGNOU), Maidan Garhi, New Delhi-110068 & its offices, Regional Centres located in Delhi & NCR.**

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

Now, it is hereby agreed between University and the Contractor to provide security services on the terms and conditions herein after mentioned.

1. That the Contractor shall provide total 203 security personnel (as on date) including Supervisor, Asstt. Supervisor/Head Guard, Armed Guard/Gunman including lady Guard, Searchers, Supervisor hereinafter referred to as Security Personnel. As per the deployment chart enclosed as Annexure -vii to this Agreement. **The minimum and maximum age of the security guards should be 20 years to 55 years.**

The 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 from time to time.

2. Contractor shall immediately supply to the University Movement order, Bio-data with photographs of all the Security Personnel posted within a period of 15 days from the effective operation of this agreement.
3. Contractor will provide E.S.I. and E.P.F. facility to its entire Security Personnel posted in IGNOU.
4. The Contractor shall submit the documentary proof (Photocopies) in support of his claim that he has deposited the ESI and EPF and Service Tax in respect Of the Security Personnel deployed in IGNOU with the concerned department for previous months with an undertaking for the same.
5. 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 enclose the Acquaintance roll with their bill for previous month, which will also be verified and certified by the University from original documents to ensure that proper wages have been paid to the guards.
6. The wages have to be paid by Account payee cheque giving details of deduction of ESI and EPF to each individual as a pay slip.

7. The Security personal 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 and other equipments required for the effective performance of their security duty would also be provided by the Contractor.
8. The University will not provide any medical facility and residential accommodation to the security personnel of the Contractor.
9. Contractor and its Security Personnel 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, fittings and fixtures, stores and equipments, office records (including question papers and answer books). In discharging these responsibilities the risk management of the Security personal is the responsibility of the Contractor.
10. 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.
11. 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) with in the premises of the University and its allied Regional Offices at Noida, Delhi and New Delhi.
12. 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 Security Personnel 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 loss joint enquiry will be conducted by the University and the Contractor and submit the report to the Chief Security Officer of 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 under control of security supervisor of the University on duty.
14. The security personnel will not indulge in any criminal activities, malpractices or undesirable acts. In such cases, they will be dealt with under the provision of law and the Contractor will be fully responsible for their conduct.
15. Contractor shall be responsible for security, head guards, gun-man, Asstt. Supervisor and Supervisor and any other person employed by it, in respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matters 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 Personnel deployed by the Contractor under this Agreement 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 once deployed by it in the University 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, Gun-man, Asstt. Supervisor and Supervisor are found guilty of any misconduct. It shall not be necessary for the University to assign any reason to the Contractor or the Security Personnel concerned or any other person in respect of any such charge and replacement required by the concerned officer of the University.
18. In consideration of the obligations undertaken by the contractor under the agreement, the University shall pay contractor charges on the basis of the number of such security staff actually deployed by contractor for the effective operation of this Agreement as per the deployment mentioned in the Annexure in Para -1., on the rates quoted by the contractor in their Tender based on the direction and guidelines issued by the Govt.(i.e. Ministry of Labour & Employment ) and the contractor shall pay the persons engaged by him under this contract as per the guidelines issued by Ministry of Labour & Employment.

Minimum Wages as provided in the Act may be kept in mind, while quoting the rates.

S. N o.	Description	Security Guard (Civilian Trained/Experienced)	Security Guard (Ex-Service Man)	Head Guard Armed Guard (Ex-Service Man)	Security Supervisor (Ex-Service Man)
1.	Basic Minimum Wages plus VDA				
2.	E.S.I (as per Govt. rules)				
3.	E.P.F. (as per Govt. rules)				
4.	Bonus (as per Govt. rules)				
5.	Gratuity/Terminal/Benefit (as per Govt. rules)				
6.	H.R.A (as per Govt. rules)				
7.	Uniform & Washing allowance (as per Govt. rules)				
08	Total				
09	1/6 Reliving Charge (Weekly off National Holidays Other Holidays) on sum of 1 to 7-As per Govt. rules)				
10	Cost per head				
11	Service Charges				
12	Grand Total				

Note: - The rates for Security Guards (civilian), Security Guards (Ex-Serviceman), Arm Guards and Supervisors (ex-serviceman) may be quoted separately by the Agency. Service Tax is not payable.

**Only Basic + ESI are admissible for overtime on actual duty performed by the Security Personnel upto maximum of 4 hours per day.**



19. The rates/charges for security personnel shall be revised suitable as and when there is an increase in the minimum wages by the Ministry of Labour & Employment/Central Govt. during the validity of contract effective from notified date.

When ever minimum wages are increased by the Govt./Ministry of Labour and Employment the Contractor will first make the payment of increased wages to the Security staff from effective dates and claim after the payments are made in the subsequent bill with the copy of the relevant orders as issued by the Govt. of India.

- 20 The Contractor shall submit his bill along with documents herein above guidelines as per Clause 4 of this Agreement to the University within first week of every month which shall be cleared with in 03 weeks but contractor will distribute the Salary to security guards by 10<sup>th</sup> of every month, even if there is some delay in processing the bill files at the University level due to any reason.
21. If any employee of the contractor lodges a complaint with the University for non-payment of wages by the Contractor he/she will have to explain to the University the valid reason as to why he has not made the payments to the individual with proof. If the University is not satisfied with the reason given by the Contractor, the University being the principle employer will make the payment to the individual and recover the required amount from the Contractor's bill.
22. The Contractor will also provide security guards-cum-drivers as demanded by the Chief Security Officer having valid LMV driving license and knowledge of Delhi roads and experience.
23. 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.
24. (A) **Security Deposit/Performance Security**  
Contractor to furnish the security deposit 10% of the value of the Contract in the form of Bank Draft/Bank Guarantee (as per Annexure-V)/FDR in favour of IGNOU from a nationalized/commercial bank duly countersigned by the bankers, which will be released after six months of expiry of the contract. The Performance Security should be valid for more than two years and six months.
- (B) No interest will be paid on Security Deposit.
25. University will have full right to impose suitable penalties upon the Contractor, as decided by the Registrar (Administration) 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 by the Supervisor 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.
26. The security personnel deployed by the contractor shall perform their duties under the supervision of the University's officials deputed for this purpose.

27. The number of duty hours per guard should be as per the provisions in the labour laws. **The Security Personnel will be deployed on rotational basis on 8 hours basis in three shifts and in no case their duty shall exceed 12 hours (four hrs. extra duty on the discretion of the University Security Supervisor on duty or with the permission of Chief Security Officer). However, reason for deployment of security personnel for 12 hours duty is to be justified on case to case basis to the Competent Authority.** The observance of all the labour laws will be sole responsibility of the contractor in relation to the staff hired/employed by him.
28. 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.
29. This agreement will be valid for a period of two years from ----- to ----- and can be further extended for a period of one year on the terms and conditions as mutually agreed upon.
30. **TERMINATION:**
- (i) IGNOU will be entitled to terminate this Agreement without assigning any reason at any time by serving one month advance notice in writing to the Contractor. All liabilities of the IGNOU under this Agreement shall cease on expiry of the said period of one month.
- (ii) Without prejudice to the above, in the event of failure of security services on the part of the contractor, the Agreement shall be terminated without giving any notice whatsoever, IGNOU shall not be responsible for any payment thereafter.
- The decision of the IGNOU 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.
- (iii) IGNOU shall also be entitled to terminate this Agreement without giving any notice in the event of any breach or violation by the contractor of any of the terms of this Agreement or in the event of any Security Personnel provided by the contractor having misconduct himself/herself in connection with the work of IGNOU.
- The IGNOU shall be sole judge as to what is against the interest of the IGNOU, and as to what constitutes misconduct.
- Forthwith upon termination under sub clause (ii) and/or (iii) above, the liability and obligation of the IGNOU under the Agreement shall cease to operate.
31. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the Chief Security Officer/ Security Supervisor. The penalty for some of the defaults is as under:-

<b>S.No.</b>	<b>Nature of default</b>	<b>Penalty Rs.</b>
1.	Late Reporting	Rs. 200/- upto two hours
2.	Non reporting	Rs. 1000/- per day
3.	Refusal of duties	Rs. 1000/- per instance
4.	Non-observation of dress-code	Rs. 200/- per instance
5.	Change of security guards without prior permission	Rs. 1000/- per instance

6.	Paying less to Security Personnel than , what is actually payable to the Contractor	Rs. 2000/- each individual/per month
7.	Non-production of collective statement (return) of ESI & EPF in respect of Security Personnel deployed in the University Centre and documentary proof of deposit of Service Tax.	Rs. 1,000/- per month or as decided by the Registrar (Administration) or concerned Regional Director in consultation with Registrar (Administration).

32. The Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 (herein after referred to as the “the Department” intends to hire initially 203 Security Guards and they should be of the following categories :

S.No.	Type of Guards	Category	203 Guards (No. of Guards)
1.	Security Guards (Unarmed)	Ex-Servicemen	
2.	Armed Guards (with rifle)(Ex-Servicemen)	Ex-Servicemen	
3.	Armed Guards (with Revolver) (Ex-Servicemen)	Ex-Servicemen	
4.	Security Guards (Female)	Civilian	
5.	Security Guards (Unarmed)	Civilian	

33. (1) The Contractor will provide a valid License under Contract Labour (Regulation & Abolition) Act 1970 for engaging a minimum of 250 employees. The name, address and other particulars of the Contractor should exactly match with those mentioned in all the License /Registrations/Certificates issued by various authorities. It is Contractor’s responsibility to keep all the Licenses/Registrations/Certificates issued by various authorities valid during the period of registration. Contractor should produce all the License/Registration/Certificates to the registering authority well before expiry and shall produce renewed License/registration/Certificates immediately thereafter.

(2) The Contractor shall abide by the provisions of the Contract Labour (Regulation & Abolition) Act 1970 from time to time.

(3) The Contractor shall be solely responsible for all the claims of his employees and the employees of the contractor shall not make any claim whatsoever against the Univeristy.

(4) **INDEMNITY:**

The Contractor shall indemnify and hold harmless IGNOU and its employees against any liability, claims, losses or damages sustained by it or them by reason of any act or omission by Contractor or any of its Security Personnel deployed in IGNOU.

The Contractor shall also keep IGNOU indemnified for all acts of omission/commission, fault, breaches and any claims, demands, liabilities, actions, proceedings, costs, charges, loss, injury compensation and expenses to which IGNOU may be put up to or involved as a result of the Contractor’s failure, omission, negligence to fulfill any of its obligation hereunder and/ or statutes and or bye laws or Rules and regulations formed thereudner.

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

**For Contractor**

**For IGNOU  
The Registrar IGNOU, New Delhi-110068**

WITNESS

1.

2.

WITNESS

1.

2.

**BANK GUARANTEE PERFORMA**

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt ..... (hereinafter called “ the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated ..... made between..... and ..... of **EMD/Performance** Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for **Rs. ....** (Rupees.....) (indicated the name of the bank) at the request of ..... contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding **Rs. ....** Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We ..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. ....**

3. We undertake to pay the IGNOU any money so demanded not withstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We,.....Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... Guarantee thereafter.

5. We ..... further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the

IGNOU against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to **Rs.** ..... And shall remain in force until ..... Unless acclaim or suit under this guarantee is filled with us on before..... **ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED** and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We ..... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the ..... date of .....2012

For .....  
(indicate the name of bank)

Signature  
.....

Name of the Officer .....  
(in block capitals)

Designation of .....

Code no. ....

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]

(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.50/-)

**AFFIDAVIT**  
(Before Public Notary, \_\_\_\_\_)

I, \_\_\_\_\_ (Name of the Deponent), S/o \_\_\_\_\_, Aged  
About: \_\_\_\_\_ years, Resident of: \_\_\_\_\_

do hereby solemnly state and affirm as under :

1. That, I am working as \_\_\_\_\_ (Designation of the Deponent) with M/s \_\_\_\_\_ (Name & Address of the Firm/ Company) since \_\_\_\_\_ years ;
2. That, I am the Authorized Signatory/ have been duly authorized to execute this affidavit on behalf of the above- named Firm / Company and as such component to swear this affidavit. The duly certified copy of the Authorization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy and take utmost care not to leak/ divulge any information of the IGNOU.
5. That, in case any such incident is noticed, penalty as imposed by the Hon'ble Vice-Chancellor of the Indira Gandhi National Open University shall be payable by us.
6. That, I take oath and solemnly declare/ affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there are no legal / criminal proceedings pending/ contemplated against our firm or any staff members of our firm. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / Investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black-listed by any Organization's/ Company.
9. That, I provide hereunder the following details of penalty imposed \* , etc. on the Firm / Company by any Organization/ Company by way of monetary penalty or any other mode :

S.No.	Details of Organization/ Company, etc.	Details of penalty imposed, etc.
1.		

2.		
----	--	--

(\* Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

**DEPONENT**

Place:



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
**(SECURITY DEPARTMENT)**

**DETAILS OF SECURITY DUTIES**

**DATED : -----**

LOCATION	SUPERVISOR		ASTT. SUP.		GUN MAN		SECURITY GUARDS		TOTAL	
	AUTH.	ON DUTY	AUTH.	ON DUTY	AUT H.	ON DUTY	AUTH.	ON DUTY	AUT H.	ON DUTY
UNIVERSITY CAMPUS	3		14.5		6		144		167.5	
RC-I, MATHURA RD.			1.5				7		8.5	
VC. RESIDENCE AGVC							03		03	
C.M.D STORE AGVC							03		03	
PVC RESIDENCE & PETROLLING AGVC							09		09	
RC – III DWARKA							3		3	
RC-II School of Gandhian Studies (Rajghat)							3		3	
RC – NOIDA							6		6	
<b>TOTAL</b>	<b>3</b>		<b>16</b>		<b>6</b>		<b>178</b>		<b>203</b>	

**AUTH: 203**

**CSO -----**