



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**

**REGIONAL CENTRE, NAGPUR**

'Gyan Vatika', No.14, Hindustan Colony, Amravati Road, Nagpur 440 033.

**Tel:0712-2536999/2537999**

**Website : [www.ignou.ac.in](http://www.ignou.ac.in)**

**Email: [rcnagpur@ignou.ac.in](mailto:rcnagpur@ignou.ac.in)**

**EXTENSION OF DATE FOR  
TENDER INVITATION FOR SECURITY SERVICES**

The re- schedule for receipt of Tender, opening of Technical Bids and Financial Bids are given below:

Sl.No.	Particulars	Date & Time
1	Last date and time for submission of Quotation	07-06-2019 upto 11.30 AM at RC, Nagpur
2	Date and time of Tender opening (Technical Bid)	07-06-2019 at 3.00 PM at RC, Nagpur.
3	Opening of Financial Bid of Technically qualified Bidders	10-06-2019 at 3.00 PM at RC, Nagpur.

IGNOU reserves its right to accept or reject any or all the offers without assigning any reason thereof.

Regional Director



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**TENDER INVITATION FOR SECURITY SERVICES**

The sealed tenders are invited in two bid system (Technical and Financial) from the Security Agencies who are registered with DGR for providing Security Guards to the IGNOU Regional Centre, Nagpur. The interested and eligible Agencies may obtain the tender document from IGNOU RC, Nagpur or download the tender documents with all terms and conditions, last date of submission and opening and other details from IGNOU Website ([www.ignou.ac.in](http://www.ignou.ac.in) and [www.ignounagpur.in](http://www.ignounagpur.in)). The duly filed-in tender documents in all respects as per the terms and conditions may be submitted at the IGNOU Regional Centre, Nagpur on or before 07-06-2019 till 11.30 AM.

IGNOU reserves its right to accept or reject any or all the offers without assigning any reason thereof.

Regional Director



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12-05-2019

**NOTICE INVITING TENDER ON ANNUAL CONTRACT FOR SECURITY SERVICES**

Sealed quotations are invited under TWO BID system in the prescribed proforma along with other details which is available in the website **[www.ignou.ac.in](http://www.ignou.ac.in) & [www.ignounagpur.in](http://www.ignounagpur.in)** for providing security services in Part-I (Technical Bid) & Part-II (Financial Bid), General Rules & Guidelines, Sample Agreement from Security Agencies, holding valid license under Contract Labour (Regulation & Abolition) Act, 1970, registered with DGR, EPFO, ESI, Professional Tax and GST. They should have successfully carried security contracts of employing 50 or more security guards, consisting of ex-servicemen/ properly trained civilian security personnel during the last 5 years in Govt/Semi.Govt/Central Autonomous bodies and Institutes.

The tender document can be downloaded and the duly filled in application may be submitted along with DD of **Rs. 10,000/- (EMD)** on any nationalized bank **in favour of "IGNOU" payable at Nagpur.**

Sl.No.	Particulars	Date & Time
1	Last date and time for submission of Quotation	07-06-2019 upto 11.30 AM at RC, Nagpur
2	Date and time of Tender opening (Technical Bid)	07-06-2019 at 3.00 PM at RC, Nagpur.
3	Opening of Financial Bid of Technically qualified Bidders	10-06-2019 at 3.00 PM at RC, Nagpur.

The Tender Document duly filled in are to be submitted along with:

- i) **Earnest Money Deposit (EMD - DD) of Rs.10,000/- in favour of IGNOU, payable at Nagpur with a Covering letter - (Envelope 'A')**
- ii) Technical bid - (Envelope 'A')
- iii) Financial Bid - (Envelope 'B')
- iv) **BOTH THE ENVELOPES (A & B) SHOULD BE SEALED & SUPERSCRIBED THE NAME OF THE WORKS (PROVIDING OF SECURITY SERVICES FOR IGNOU REGIONAL CENTRE, NAGPUR) & ARE TO BE CONTAINED IN A MASTER ENVELOPE –(Envelope 'C')**

The Sealed quotations duly filled –in and completed in all respects should be addressed to:-

**The Regional Director, IGNOU Regional Centre, 'Gyanvatika', No.14, Hindustan Colony, Amravati Road, Nagpur 440 033.**

4 The Tender Document should be signed and affixed with the Firm's Seal in each and every page

**Regional Director**



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**Website : [www.ignou.ac.in](http://www.ignou.ac.in)**

**Email: [rcnagpur@ignou.ac.in](mailto:rcnagpur@ignou.ac.in)**

Dated : 12-05-2019

**NOTICE INVITING QUOTATION**

Sealed quotations in two bids/envelopes system are invited from the DGR Sponsored Security Agencies (SSA) for providing of security services in accordance with the following terms and conditions of this Notice Inviting Quotation (NIQ).

- 1) Name of Work: Providing the Security Services for **RC, Nagpur** , Under the DGR rates and its norms.
- 2) Scope of work: Providing the Security Services for **RC, Nagpur**, as per the terms and conditions of the NIQ.

(1) Two BIDS (ENVELOPS) SYSTEM

The quotations shall be submitted in two separate sealed envelopes containing “**Technical Bid**” and “**Financial Bid**” as per details given below.

(a) Following documents shall be submitted along with **Technical Bid (Envelope-A)**:

- 1) NIQ duly signed and stamped on all the pages.
- 2) The agency shall submit the profile as per the **Annexure-C** along with the supporting documents (self attested) as demanded therein.

(b) Following documents shall be submitted along with **Financial Bid (Envelope-B)**:

The duly filled in the rates in the specified space of the format of Financial Bid, signed, stamped by the Agency in **Annexure-D**.

**IMPORTANT NOTE:**

- (i) If the documents submitted under Technical Bid in Envelope-A is not satisfactory or incomplete, quotation will be rejected and Financial Bid will not be opened/considered.
- (ii) Offers not adhering to two bids/envelopes system or unsigned offer shall be rejected outright.
- (iii) The Financial Bid (Envelop-B) shall be opened after evaluation of basis documents submitted under Technical Bid in Envelope-A and the technically qualified bidders shall be intimated accordingly about the date & time of opening of Financial Bid (Envelope-B).

Both the bids (envelopes) subscribing Technical Bid (Envelope-A) & Financial Bid (Envelope-B) shall be separately sealed and placed in a master envelope (Envelope-D). The master envelope shall also be sealed and subscribing the name of the works (Providing of Security Services for **RC , Nagpur** under the DGR rates) and submitted at the following address within due date and time.

**The Regional Director, IGNOU Regional Centre,  
'Gyanvatika', No.14, Hindustan Colony, Amravati Road, Nagpur 440 033.**

## SCHEDULE OF QUOTATION

1	Issue of Quotations Documents	13-05-2019 to 03-06-2019 Tender document can be obtained from IGNOU RC, Nagpur and also be downloaded from IGNOU Website <a href="http://www.ignou.ac.in/">www.ignou.ac.in/</a> / <a href="http://www.ignounagpur.in">www.ignounagpur.in</a>
2	Receipt of Sealed Quotation (Minimum of 3 weeks time to be given to SSAs)	07-06-2019 upto 11.30 AM at RC, Nagpur.
3	Opening of Quotation (Technical Bid)	07-06-2019 at 3.00 PM at RC, Nagpur.
4	Opening of Financial Bid of Technically qualified Bidders	10-06-2019 at 3.00 PM at RC, Nagpur.

- 3) The Quotation will be opened on the specified date and time as given above, in the presence of those proprietor/Directors of sponsored agencies who wish to participate in the quotation opening.
- 4) The complete set of Quotation documents can either be obtained free of cost from the above office on the specified date & time mentioned above or it can be downloaded from the IGNOU Website [www.ignou.ac.in/](http://www.ignou.ac.in/) / [www.ignounagpur.in](http://www.ignounagpur.in) and submitted to the above office by the due date and time.
- 5) The Bidders shall quote their rate of service charge in the Schedule (**Annexure-D**). the rate/percentage for service charge quoted shall be write both in figures as well as in words in such a way that interpolation is not possible.
- 6) The bidders shall quote their rate/service charge percentage after analyzing cost involved. In case, it is noticed that the rates quoted by the security agencies are abnormally high or low as against the rates notified by DGR authorities including 'Service Charges' i.e. 14%, IGNOU shall be at liberty to reject the quotations.
- 7) In case all the individual Proprietorship/Private Ltd/Corporate quotes the same rates in response to the Quotation, then the senior most sponsored Agency / Company will be selected for award of Contract as per the DGR guidelines.
- 8) The party shall place cellophane tape on the quoted rate wherein correction/overwriting made before submission of their offer in the prescribed format.
- 9) The Bidders are advised to satisfy himself / herself the nature of work and the terms & conditions before submitting of the quotation. He/she shall be deemed to have full knowledge of the work and not extra charges consequent upon any misunderstanding or otherwise shall be allowed.
- 10) Quotation shall be valid for a period of 90 days from the date of submission of the bid.
- 11) IGNOU reserves the right to (i) reject or accept any or all the quotations received without assigning any reasons thereof and will not be bound to accept the lowest quotation and (ii) call for any other documents or information from any Bidder after opening of Technical Bid.
- 12) IGNOU Regional Centre will not be responsible for any delay, loss, non-receipt of quotations sent by post.
- 13) In case of any dispute, the decision of IGNOU shall be final and binding on both the parties.
- 14) Security agency shall sign and affix agency stamp at the left side bottom of all the NIQ pages as a token of acceptance of terms and conditions and all the pages must be submitted along with the quotation.
- 15) In case the successful Bidder withdraws his/her offer after opening of Financial Bid or award of work, he/she will be debarred from participating the Quotation for a period of one year.

Sd/-  
Regional Director,  
IGNOU Regional Centre, Nagpur

## (II) GENERAL TERMS AND CONDITIONS

- 1) **Eligibility**: The agency should be empanelled in the **State of Maharashtra** as per latest list published on the DGR website. The Agencies with the remarks in the list like “Dis-empanelled, Held-in-Abeyance, Overage & SCN issued” will not be considered.
- 2) **Validity of Sponsorship**: Since the sponsorship of DGR will be valid for 2 years up to the age of 60 years of ex-service man, the Agency shall intimate the same to IGNOU Regional Centre at least 3 months in advance so that the new sponsorship is sought in time. Similarly, the empanelment status shall also be brought to the notice of IGNOU in case the renewal / lapse is due during the contract. The issue regarding the dis-empanelment or Held-in-Abeyance shall be informed to IGNOU Regional Centre and it should be resolved between the DGR and the Agency on priority basis and the status shall be intimated accordingly. The Agency shall requisition for additional manpower from the DGR in case the quota of Guards allotted is over.
- 3) **Period of Contract**: The contract shall be initially for a period of **3** years from the date of award of contract, which can be extended further for two more years on year-to-year basis on satisfactory performance, on mutually agreed terms or for such period and on such terms and conditions as may be deemed fit and proper by the University.
- 4) **Rates**: The Quota rate/service charge shall be firm throughout the contract period including extended period and not extra claim shall be entertained on any accounts. Wage structure and all other terms conditions of the contract shall be strictly as per the DGR rates and guidelines as fixed for Security Guard (without Arms) – Area A/B/C. however, the wage structure revised from time to time during the course of the contract shall be paid in due course and in no case the service charge quoted by the sponsored agency shall be revised.
- 5) On completion of every calendar month the consolidation bill shall be submitted by the sponsored agency for payment.
- 6) **Payment**: The Payment of wages to the guards will be made that of wages for Security Guard (Without Arms) - Area A/B/C as per the revision of minimum wages as notified by the DGR. Payment shall be made to the agency by IGNOU Regional Centre against satisfactory performance of the contract within 15 days from the date of receipt of bill, after deducting service tax as applicable. The Agency shall be responsible for fulfilling the requirement of all Labour laws and Statutory provisions in force.
- 7) **Contract Performance Guarantee**: The successful agency shall submit Contract Performance Guarantee amount equal to 10% of one month’s wage bill within one month from the date of award of the contract. In case the same is not submitted within the due date the amount equal to 10% of the first wage bill shall be deducted from the first bill. The CPG amount shall be refunded within 30 days without interest to the agency after completion of contract subject to the condition that there is no outstanding dues/deduction to IGNOU Regional Centre by the agency.
- 8) In case any theft, fraud, mis-happening, etc. is found at a particular duty point at a particular day under the jurisdiction of a particular official an amount equal “to 150% of his total salary payable (per day) will be deducted from the bill for the concerned month in case he is found guilty in incident. Above penalty clause is also applicable for willful negligence on duty, indiscipline, unmanning of earmarked duty point etc.

- 9) In the event of any lapse, a fine equivalent to the expenditure that may be incurred to rectify the lapse will be levied on the agency and such claim shall be re-imbursed to the authority within 10 days from the issue of notice or such amount will be recovered from the next bill/CPG.
- 10) During the execution of the contract, if the performance of the agency is found unsatisfactory at any time or he fails to carry out his obligations regularly, without prejudice to other right or remedies that may be initiated, the contract shall be terminated at any time without any notice to the agency.
- 11) Charges, taxes, statutory payments etc, if any, on account of the contract shall be payable to the appropriate/Local Authorities by the agency from his own source and no reimbursement of the same will be entertained by the University under any circumstances.
- 12) The guards required for the work shall be engaged by the agency at his own cost and adequate care shall be taken by the firm for safety and security of the staff. IGNOU Regional Centre shall not be in any way responsible for any damage or injury caused to them.
- 13) **Agreement:** The Security Agency awarded contract, shall execute an agreement in original on a non-judicial stamp paper worth Rs. 100/- and submit to this office within 15 days of receipt of award letter.
- 14) In case of non-payment of wages or any other dues to guards engaged by the security agency IGNOU reserves the right to make the payment and to recover the amount of such payment from the bill of the agency. From the second month's bill onwards documentary evidence / receipt to the effect that EPF & ESI and other statutory dues has been remitted to the concerned office, shall be submitted by the Security Agency along with the bill.
- 15) If due to any reason whatsoever **IGNOU Regional Centre, Nagpur** is made liable for any acts of omission or commission under laws in force, it shall be payable by the agency.
- 16) The payment of wages shall be made by the agency to his guards and not through any other agencies. Documentary evidence to the effect the prescribed DGR wages as paid by IGNOU Regional Centre to the agency is regularly paid to their guards shall be produced for the satisfaction of representative of IGNOU Regional Centres.
- 17) **Termination of Contract:** The contract may be terminated by giving one month's advance notice in writing to the Security Agency. However, in the event of failure of security services or breach/violation of the contract by the Security Agency, the contract may be terminated without giving any notice. No claim or compensation whatsoever shall be entertained by IGNOU Regional Centre for expenditure incurred by the security or his loss of anticipated profit, etc.
- 18) The Agency shall provide required number of guards throughout the period of contract. The University may increase or decrease the temporary personnel depending upon the requirement of the University. However, the Agency shall be required to provide additional guards as and when required by IGNOU RC in writing.
- 19) Proof of Ex-servicemen: Details of ex-servicemen, if any, positioned under the contract and the copy of Discharge Certificate of the each ex-serviceman shall be submitted to this office within 15 days from the date of commencement of the contract.

- 20) Only Ex service person to be engaged for Providing Security Services for **IGNOU Regional Centre, Nagpur** under the contract with DGR empanelled security agencies.
- 21) Proper co-ordination shall be maintained with authorized officers of **IGNOU Regional Centre, Nagpur** for the smooth operation. In case of any accident, fire, mis-happening etc. the duty personnel shall act in accordance with the contingency plan of Regional Centre IGNOU or as per the direction of authorized officers of Regional Centre IGNOU. Proprietor/Directors of the security agency shall visit and meet RC authorized officials on regular intervals.
- 22) The Regional Director RC/authorized officials shall make surprise check at the duty points. In case of any indiscipline or irregularities are found in the posts suitable corrective actions, punishments or actions as deemed fit shall be initiated against the Security Guards.
- 23) The agency shall carry out all order issued by the Regional Director RC / authorized official from time to time relating to their service.
- 24) **Subletting of Contract:** Agency shall not sublet the contract. Throughout the contract period the agency shall directly run and supervise the contract.
- 25) The duty personnel of the agency shall abide by the rules and regulations, procedures and systems of IGNOU Regional Centre, Nagpur while performing their job in the said premises or such rules passed from time to time and made applicable to them.
- 26) If at any stage during the period of execution of contract, any case involving turpitude is instituted in a Court of Law against the security agency or his employee, IGNOU reserved the right to outright termination of contract and the security agency shall not be entitled for any compensation whatsoever.
- 27) Any deficiencies noted during the daily checks by the designated officer shall be intimated to the agency for remedial action.
- 28) IGNOU Regional Centre, Nagpur reserves the right to select the suitable candidates for the work from the list of candidates submitted by the agency.
- 29) If IGNOU Regional Centre, Nagpur is not satisfied with the conduct/performance of the duty personnel, the security agency shall replace the person(s) concerned immediately.
- 30) Reports & Returns: The agency shall keep and maintain any and all records which are required to be maintained under the DGR/contract labour act and other statutory laws/rules prevailing from time to time and shall furnish the same to the concerned officers / authorities and all information, reports and returns as required to be furnished by the security agency under any such laws, rules or regulations.
- 31) IGNOU Regional Centre, Nagpur shall be entitled at all times to carry out any check or inspection of the security agency's records and accounts to ensure that the provision of the labour laws and regulations are being observed by the security agency and that the guards are not denied the right and benefits to which they are entitled under provision.
- 32) The bids shall be opened in public and authorized representatives of the bidders shall be permitted to attend the bid opening.



- 33) The security agency shall comply with Pvt. Security Agency (regulations) Act., 2005 (1. {0. 29 of 2005) requiring the contracting agency to obtain a license.
- 34) The age limit of the ex-servicemen should be as per the DGR guidelines.
- 35) The agency must get verified the background checks of all agency personnel deployed at IGNOU Regional Centre, Nagpur premises for security reasons.
- 36) The agency shall ensure that their guards wear neat and clean uniform. All the personnel of the agency shall wear uniform while on duty. In the event of any staff being found without uniform, identity card etc. besides other disciplinary action, he will not be allowed to join duty and will be marked as absent.
- 37) The agency shall provide all the items as are necessary for proper discharge of duties by the personnel.
- 38) IGNOU RC, Nagpur shall verify the attendance of the agency personnel.
- 39) IGNOU Regional Centre, Nagpur has the right to check, search or examine the person and belongings of the guards of the agency while entering/leaving IGNOU Regional Centre premises.

### **(III) SPECIAL CONDITIONS OF CONTRACT**

- 1) It shall be the sole liability of the security agency to obtain and to abide by all necessary licenses / permission from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provision of the Contract Labour (Regulation & Abolition) Act., 1970.
- 2) The Security Agency shall discharge obligation as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant Workers (Regulation of employment & conditions of service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation Act 1923, and other relevant Act, Rules and Regulations, instructions etc. issued/enforced from time to time.
- 3) **E.P.F & ESI Accounts:** On commencement of the contract, the security agency shall continue to have valid PF and ESI Code No. till conclusion of the contract. IGNOU reserves the right to withhold any payment if ESI and PF contributions are not paid by the security agency and proof to that effect have not been produced regularly by security agency. Non production of PF and ESI challans of monthly contributions before its due and date but not later than 21<sup>st</sup> of every month by the security agency, shall be liable for action against the security agency and also suitable penalty shall be levied as deemed fit.
- 4) Security Agency shall regularly submit all relevant records / documents to IGNOU Regional Centre, Nagpur representative for verification and upon such satisfaction only, IGNOU will allow reimbursement of the amounts paid.

- 5) The security agency shall be solely responsible for all payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month. The security agency shall be directly responsible and indemnify, IGNOU Regional Centre, Nagpur against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- 6) The security agency shall ensure regular and effective supervision and controls of the personnel deployed by it and give suitable direction for undertaking the contractual obligations.

**(IV) REQUIREMENT & DEPLOYMENT OF SECURITY PERSONNEL**

<b>Sl. No.</b>	<b>Security Personnel</b>	<b>Shift to be covered</b>	<b>Requirement of Guards</b>
1.	Security Guards	3 Shifts	Total (number of guards)

**ANNEXURE-C**

**PROFILE OF DGR EMPANELEED AGENCY**

**(To be Submitted in Envelop-A)**

<b>1</b>	Name and Registered address of the DGR approved agency	
<b>2</b>	Telephone & Mobile No.: Email id	
<b>3</b>	Copy to empanelment letter issued by DGR New-Delhi to the Proprietor / Director of the sponsored Agency.  { Documentary Proof (Self attested) shall be attached }	
<b>4</b>	Name and designation of the Proprietor/Director who want to participate in the tendering process	
<b>5</b>	Payment Income Tax A/c No. of the sponsored Agency  { Documentary Proof (Self attested) shall be attached }	
<b>6</b>	PF Code no of the sponsoring Agency  { Documentary Proof (Self attested) shall be attached }	
<b>7</b>	ESI Code No of the sponsored Agency:  { Documentary Proof (Self attested) shall be attached }	
<b>8</b>	Current labour license of the sponsored agency obtained from the Labour Department  { Documentary Proof (Self attested) shall be attached }	
<b>9</b>	Service Tax A/c No. of the sponsored Agency:  { Documentary Proof (Self attested) shall be attached }	
<b>10</b>	Experience details of the sponsored agency:  { Documentary Proof (Self attested) shall be attached }	

Signature of Bidder .....  
Name .....  
Address of Security Agency

(To be submitted in Envelope-A)

The Regional Director  
IGNOU Regional Centre  
Nagpur.

**ACCEPTANCE OF TERMS & CONDITIONS OF QUOTATIONS**

Sir,

- 1) The Quotation Documents for the work of “Providing of Security Services for **IGNOU Regional Centre, Nagpur** at DGR rates,” and I/we certify that I/we have read the entire terms and conditions of the Quotation Document made available to me/us from the office of the **Regional Director, IGNOU Regional Centre, Nagpur** which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.
- 2) I/we hereby unconditionally accept the Terms & Conditions of **IGNOU Regional Centre, Nagpur** Quotation Documents in its entirety for the above work.
- 3) I/we hereby undertake to abide by the terms and conditions contained in Quotation Document, that upon award of contract to us, the work will not be sublet to any other agency.
- 4) The contents of Quotation Documents have been noted wherein it is clarified that after unconditionally accepting the quotation conditions in its entirety, it is not permissible to put any remarks/conditions in the tender enclosed in Envelope-B and the same has been followed in the present case. In case, this provision of the quotation is found violated after opening Envelope-B. I/we agree that the quotation shall be rejected.

Yours faithfully,

Signature of Bidder .....

Name .....

Address of Security Agency

Mobile No.

Email

**FINANCIAL BID**

**(To be submitted in Envelop-B)**

Sl.No	Particulars	Service charges quoted by the DGR sponsored agency (in %)
01.	Providing the Security Services for <b>IGNOU Regional Centre, Nagpur</b> under the DGR Rates and its norms	..... (%) (..... .....(in words)

Note:

1. The rate quoted shall be between \_\_\_\_\_ and \_\_\_\_\_ and all other payments / wage structure etc. shall be as per the standing rules and DGR guidelines respectively.
2. In case all the participating security agencies quote the same rates, then the senior most DGR agency will be selected for award of Contract.
- 3.
4. The wage structure equivalent to that of Security Guard (without arms) – Area A/B/C per the latest DGR Notification will be applicable as per norms.

Signature of Bidder.....

Date.....

Name.....

Address of Security Agency.....

Office Seal / Rubber Stamp

The Agreement is signed on the ..... Day of ....., 20\_\_ at \_\_\_\_\_

**BETWEEN**

Indira Gandhi National Open University (IGNOU), a Central University established under an Act of Parliament-Act No. 50 of 1985 having its headquarters at Maidan Garhi, New Delhi – 110068, represented by the Registrar (Administration), (hereinafter referred to as “University”, which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successor and assignees) of ONE part.

**AND**

.....(Name of the Sponsored Security Agency) (Company / Firm / Proprietorship / Society) incorporated / registered under Directorate General of Resettlement (DGR), having its registered office at ..... address) and being represented through its authorized signatory ..... (Authorized by the BOD Resolution dated ..... Or by a General Power of Attorney dated ..... ) (herein after referred to as the “Security Agency”, which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assignee) of the OTHER part.

IGNOU and ..... (Name of the SSA) shall be individually referred to as Party or collectively as “the Parties”.

Whereas the IGNOU is desirous of availing the services of Security Agency for the purpose of providing the security services effectively at its Regional Centre at \_\_\_\_\_

AND WHEREAS, the Security Agency engaged in the business of providing Security Services through its own properly trained personnel pursuant to the aforesaid tender have agreed to abide by all the conditions recorded herein and mentioned in tender document and have offered to provide the Security Services, as per instructions of IGNOU.

Now THEREFORE, this Agreement witness and parties hereto mutually agree as follows:

- 1 ..... hereby agrees to provide Security Services in IGNOU Regional Centre .....and/or its warehouse as per requirement from time to time at such location and at such rate for approximately such time as is herein stated.
2. The Security Agency shall provide total of\_ number of security personnel (as on date) including Supervisor, Assistant Supervisor / Head Guard, Armed Guard / Gunman including Lady Guard, Searchers, Supervisor (hereinafter referred to as “Security Personnel”), as per the deployment chart enclosed herewith as Annexure to this Agreement.

However, the number of Security staff may increase or decrease depending on the requirement of the IGNOU from time to time, which will be communicated to the Security Agency by the concerned officer of the University from time to time.

3. The Security Agency shall immediately furnish to the IGNOU Movement Order along with the duly signed Bio-data with photograph and the police verification reports of all the Security Personnel posted, within a period of 15 days from the effective operation of this Agreement.

4. The Security Agency shall engage personnel who are medically fit. They should be free from all infection / diseases. The Security Agency shall get his employees medically examined before deploying them at the IGNOU.
5. The Security Agency shall not deploy any person below the age of 18 years.
6. The Security Personnel provided shall be properly dressed and will wear full uniform with ID Cards duly displayed while on duty and remain alert during the duty hours.
7. The Security Agency shall ensure that the Gunmen deployed, if any, by him hold valid licenses for the use of fire arms. The legal implications for use of such arms shall rest with the Security Agency.
8. The Security Agency, at his cost will provide all materials/equipments required for day to day security including Lathies, Whistles, Torches, Uniform, Arms and ammunitions to the Gunmen and other equipments etc. as are required for the effective performance of their security duty. The Security Agency shall maintain these items to the satisfaction of the IGNOU RC.
9. The Security Agency will ensure that the Security Personnel provided by him under the agreement are trained in fire fighting operations. The Security Personnel provided by the Security Agency 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. The Security Agency shall conduct mock exercise in fire fighting every quarter at his expenses, so as to keep his staff acquainted with latest fire-fighting techniques and also to ensure that the fire fighting equipments are in working condition.
10. The Security Agency will ensure that the Security Personnel provided will not form any links or join association of IGNOU RC employees in any manner whatsoever.
11. The Security Agency and its Security Personnel shall take all necessary action as may be directed by the Regional Centre to prevent theft, pilferage, burglary, loss or damage of nay of the property (movable or immovable) within the premises of the Regional Centre and its warehouse.
12. The Security Agency 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 Personnel is the responsibility of the Security Agency.
13. The Security Agency shall also be responsible for all losses / damages to the IGNOU's property under their charges or to the property specifically entrusted for safe custody to the personnel deployed by the Security Agency. Any loss or damage due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the Security Personnel will be made good by the Security Agency. In case of any loss / damage / complaint, joint enquiry will be conducted by the IGNOU and the Security Agency, and report will be submitted to the Chief Security Officer IGNOU for further action.
14. The Security Agency shall ensure opening and proper locking of all rooms of IGNOU, RC. Security Personnel will keep all the keys in their safe custody inn respective building and central

Key Room. They will issue key to the authorized person under a procedure after maintaining proper records in the register under control of security supervisor of the University of Duty.

15. The Security Personnel provided 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 Security Agency will be fully responsible for their conduct.
16. The Security Agency and the Security Personnel deployed by him shall not divulge to the outsiders any information about the equipments installed in the IGNOU RC, about the employees of IGNOU RC, as well as about the activities of the IGNOU, RC.
17. Security Agency shall be fully responsible for the Security Personnel deployed by him in the University 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 Security Agency except that the University shall be sole arbitrator in respect of nature of the duties to be entrusted to and the manner or performance of their duties for the purpose of this Agreement.
18. The Security Agency shall maintain a register for making the attendance by security personnel deployed by him, which shall be seen / verified by the IGNOU, authority, regularly.
19. The Security Agency shall provide weekly off / holidays to the Security Personnel deployed as per existing laws but it will be his responsibility to ensure uninterrupted services on all days on a 24X7 basis, No Security Personnel shall be deployed on double duty during consecutive duty timings. In case such deployment is noticed, it would be viewed seriously and may result in termination of the contract.

The number of duty hours per guard should be as per the provisions in the labour laws. The Security Personnel will be deployed on the rotational basis in three shifts and in no case their duty shall exceed 12 hours (four hours extra duty on the discretion of the IGNOU, R.C. on duty or with the permission of Regional Director). 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 Security Agency in relation to the Security Personnel deployed by him.

20. The Security Agency shall be liable to make alternate arrangements in case of the absence of the Security Personnel, no extra payment shall be payable on this account.
21. Security Agency shall have to change over or replace Security Staff as and when required by the IGNOU whether or not such security personnel(s) are found guilty of any misconduct. It shall not be necessary for the IGNOU to assign any reason to the Security Agency or the Security Personnel concerned or any other person in respect of any such change and replacement required by the concerned office of the IGNOU, RC.
22. The Security Personnel deployed by the Security Agency under this Agreement shall at no time be treated as the employees of the IGNOU and also shall have no claim to be regularized in the services of the IGNOU. But the Security Agency will not change the Security Personnel once deployed by it in the IGNOU without prior written permission of the Regional Director of the IGNOU, RC.



23. The Security Agency shall be solely responsible for all the claims of his employees and the Security Agency shall not make any claim whatsoever against the IGNOU.
24. Security Agency will provide ESI and EPF facility to its entire Security Personnel posted in IGNOU.
25. The Security Agency should get the security clearance by the State Government Authority both for his security agency and the persons deployed by him, whenever required.
26. In consideration of the obligations undertaken by the Security Agency under the agreement, the IGNOU shall pay the Security Agency charges on the basis of the number of such security personnel actually deployed by the Security Agency for the effective operation of this Agreement as per the deployment mentioned in the Annexure, on the rates quoted by the Security Agency in their Tender and based on the direction and guidelines issued by the Govt. (i.e. Ministry of Labour & Employment and DGR) and the Security Agency shall pay the persons engaged by him under this contract as per the guidelines issued by the Ministry of Labour & Employment /DGR.
27. 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. / DGR during the validity of contract effective from notified date. Whenever minimum wages are increased by the Govt. / Ministry of Labour and Employment / DGR the Security Agency 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.
28. The wages have to be paid by Account Payee Cheque/electronic transfer giving details of deduction of ESI and EPF to each individual as a pay slip.
29. The Security Agency will submit the proof of having deposited the amount of contribution claimed by him on account of ESI, EPF and Service Tax (if applicable) as per prevailing rates towards the person deployed before submitting the bill for the subsequent month. In case the Security Agency fails to do so, the amount towards ESI and EPF contribution will be withheld till submission of required documents.
30. The documents will be verified and certified by the Regional Centre staff assigned for this purpose from the original documents. If the Security Agency fails to do so, his bill for the next month will not be processed for payment. Security Agency will also enclose the Acquaintance roll with their bill for previous month, which will also be verified and certified by the Regional Centre form the original documents to ensure that proper wages have been paid to the guards.
31. The Security Agency shall submit his bill along with documents herein above mentioned to the University within first week of every month which shall be cleared within 03 weeks but Security Agency will distribute the salary to Security Personnel by 10<sup>th</sup> of every month, even if there is some delay in processing the bill files at the Regional Centre level due to any reason.
32. The Security Agency shall be solely responsible for timely payment of the wages and / or dues to the Security Personnel deployed by him at IGNOU, Regional Centre.
33. The Security Agency will undertake to pay the approved wages to the persons sponsored by them. However, if any employee of the Security Agency lodges a complaint with the IGNOU, Regional Centre for non-payment of wages by the Security Agency, the Security Agency will have to explain to the IGNOU the valid reasons for the same within 7 days from the date of inquiry from

the IGNOU as to why the payment has not been made to the individual. If the IGNOU, Regional Centre is not satisfied with the reason given by the Security Agency, the IGNOU shall make the payment to the individual and recover the required amount from the Security Agency's bill.

34. Terms of payment:

- i. 100% payment shall be made to the Security Agency through an account payee cheque only after showing the proof for having made disbursement by 10<sup>th</sup> of each month for previous month and after submission of all required documents. At no part of the contract price shall become due or payable until the Security Agency has rendered the services to the complete satisfaction of IGNOU, Regional Centre payment shall be made subject to recoveries, if any.
- ii. The IGNOU Regional Center pay to the Security Agency, charges on the basis of number of such personnel actually deployed by the Security Agency for the effective operation of this Agreement.
- iii. The IGNOU, Regional Centre will pass Security Agency's bill for payment only after the proof of disbursement and after submission of all required documents. Normally payment will be made within 3 weeks from the day of receipt of the bill and or other documents / proof of payment etc., though it shall not be binding on IGNOU, Regional Centre in unforeseen circumstance.

35. IGNOU RC, will deduct Income Tax and Educational/other Cess as applicable from time to time at source under Section 194 – J of the Income Tax Act, 1961 from the Security Agency on the income comprised therein and other services charges, as per the instructions issued by Government of India from time to time.

36. Security Deposit / Performance Security.

The Security Agency shall submit Contract Performance Guarantee (CPG) amount equal to 10% of one month's wage bill within one month from the date of award of the contract. In case the same is not submitted within the due date the amount equal to 10% of the first wage bill shall be deducted from the first bill. The CPG amount shall be refunded within 30 days without interest to the agency after completion of contract subject to the condition that there is no outstanding dues/deduction to IGNOU Regional Centre by the agency. No interest shall be paid by IGNOU on the CPG.

37. Validity period.

This agreement shall remain in force initially for a period of two years, which shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_ and can be extended / renewed further for such period and on such terms and conditions as deemed fit by IGNOU.

38. There is privacy of contract by and between the Security Agency and the IGNOU, Regional Centre. The Security Personnel shall have no right to make any claim whatsoever against the IGNOU, Regional Centre directly or indirectly.

39. The Security Agency shall abide by all laws of the land including Labour Laws, Company Act, Tax deduction liabilities, Welfare and Safety Measure of the security Personnel and all other obligations including registrations with Provident Fund, Employees State Insurance, Sale Tax, Municipal Registrations etc., that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Security Agency, and it shall not involve IGNOU, Regional Centre in any way whatsoever. However, the IGNOU RC will reimburse the statutory EPF / ESI that the Security Agency has deposited with the EPF /

ESI authorities as employer's contribution, on receipt of proof of deposit in respect of EFP / ESI. The challan to be submitted should exclusively pertain to the Security Personnel provided to the IGNOU, Regional Centre only.

40. The Security Agency shall be solely and exclusively liable to discharge all statutory and other liabilities in respect of the Security Personnel, provided to the IGNOU Regional Centre including Joint but not limited to ESIC and EPF etc. The IGNOU Regional Centre shall have no liability whatsoever with respect to the aforesaid.
41. In every case in which by virtue of the provision of the Workmen's Compensation Act, the IGNOU, if obliged to pay compensation to such person employed by the security agency in execution of the work, the IGNOU Regional Centre will be entitled to recover from the Security Agency the amount of compensation so paid.
42. The Security Agency shall abide by the provisions of the Contract Labour (R & A) Act, 1970 and other Labour Laws, as applicable from time to time.
43. The Security Agency will provide a valid License under Contract Labour Regulation Act, 1970 for engaging a minimum of 09 (nine) Employees. The name, address and other particulars of the Security Agency should exactly match with those mentioned in all the License/Registration/Certificates issued by various authorities. It is Security Agency's responsibility to keep all the License / Registrations / Certificates issued by various authorities valid during the period of registration. Security Agency should produce all renewed License / Registration / Certificates to the registering authority well before expiry.
44. 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.
45. The Security Personnel deployed by the Security Agency shall perform their work under the supervision of the supervisor deployed by the Security Agency. The supervisor deployed by the Security Agency will give daily progress report to the designated office by the IGNOU Regional Centre.
46. It is clearly understood that the persons employed by the Security Agency shall not be deemed to be the employees of the IGNOU and shall have no relationship of Employer/Employee or Master / Servant with the IGNOU.
47. Penalty:
  - i. Any unjustified and unacceptable delay in providing required service will attract penalty of liquidated damages at the rate of 2% (Two Per cent) per week on the monthly payable amount subject to a maximum of three weeks. Thereafter, no payment for the month will be made to the Security Agency.

In that case, IGNOU will also hold the option for cancellation of the order / supply / service and contact any other Service Provider for the desired services and invoking clause for forfeiting the Performance security of the security agency to recover the difference in cost.

- ii. Further, relevant clauses of the contract may also be invoked by IGNOU, Regional Centre in case of non-providing of service to the complete satisfaction of IGNOU, Regional Centre. In such event performance Security deposited may be forfeited by IGNOU, Regional Centre.

The decision of the IGNOU Regional Centre in this regard will be final. In case the Security Agency does not feel satisfied with the decision, he will be liberty to approach Vice Chancellor, IGNOU. Decision of Vice Chancellor in this regard will be binding and no appeal will be against his/her decision.

- iii. IGNOU Regional Centre will also have full, right to impose suitable penalties upon the Security Agency, as decided by the Regional Director 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 the influence of alcohol of duty, such guards will be marked as absent by the Regional Director / authorized staff of Regional Centre and will immediately be sent back to Security Agency and Security Agency shall give its replacement.
- iv. 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 Regional Director / authorized staff of Regional Centre. The penalty for some of the defaults is as under:-

S.No.	Nature of Default	Penalty Rs.
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-observance of dress-code	Rs. 200/- per instance
5.	Change of Security Guards without prior permission	Rs. 1000/- per instance
6.	Paying less of Security Personnel than, what is actually payable to the Security Agency	Rs. 2000/- 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. 1000/- per month or as decided by the Registrar (administration) or concerned Regional Director in consultation with Registrar (administration).

#### 48. Termination:

- i. IGNOU Regional Centre will be entitled to terminate this Agreement with the approval of HQ by serving a one month advance notice in writing to the Security Agency. All liabilities of the University from 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 Security Agency, the agreement shall be terminated without giving any notice whatsoever. IGNOU, Regional Centre shall not be responsible for any payment thereafter.
- iii. IGNOU Regional Centre shall also be entitled to terminate this Agreement with the approval of HQ without giving any notice in the event of any breach or violation by the Security Agency of any of the terms of this Agreement or in the event of any Security Personnel provided by the Security Agency having misconduct himself / herself in connection with the work of the IGNOU Regional Centre.

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 Regional Centre under the Agreement shall cease to operate.

49. Indemnity:

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

The Security Agency shall also keep IGNOU Regional Centre indemnified for all acts of omission I commission, fault, breaches and any claims, demands, liabilities, actions, proceedings, costs, charges, loss, injury compensation and expenses to which IGNOU Regional Centre may be put up to or involved as a result of the Security Agency's failure, omission, negligence to fulfill any of its obligation hereunder and / or Statutes and or bye laws or Rules and Regulations formed there under.

50. SEVEMBILITY:

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provision. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

51. Notices:

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be writing in English/Hindi and shall be personally delivered, or transmitted by registered mail with postage fully paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be give by each party to the other party in writing and in the manner herein before provided:

- i. IGNOU: Registrar, Indira Gandhi National Open University  
Main Campus, Maidan Garhi, New Delhi – 110068

Copy to: Regional Director / Regional Centre  
.....  
.....

- ii. M/s: .....

If any notice, approval, consent and or other notification required or permitted to be give hereunder shall be deemed to have been given on the date of receipt when personally delivered,

on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

52. Matters not provided herein:

If any doubt arises as to the interpretation of the provisions of this Agreement or as to the matters not provided herein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

53. Assignment / Amendment:

The Security Agency shall have no right to assign its obligations under this Agreement without a written approval and permission from the IGNOU Regional Centre to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

54. Headings:

The headings used in this Agreement are inserted for convenience / reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement.

55. Survival of Right and Obligation:

Termination of this Agreement for any cause shall not release the Security Agency from any liabilities which at the time of termination already accrued or which thereafter may accrue of any act or omission prior to such termination.

56. Representations and Warranties:

The parties hereby represent and warrants to each other that:

- i. It has the power and authority to sign this agreement, perform and comply with duties and obligations under this agreement.
- ii. This agreement constitutes legal, valid and binding obligations enforceable in accordance with the terms hereof.
- iii. That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute a violation of:
  - a) Any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
  - b) Any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- iv. There are no actions, suits or proceedings pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this AGREEMENT and;
- v. No representation or warranty made herein contain any untrue statement.

57. Dispute Resolution & Jurisdiction:

In case of any dispute arising out of this Agreement, the same shall be resolved initially by mutual discussion between the parties within a period of 60 days failing which, only regular courts at Delhi / New Delhi will have jurisdiction to adjudicate upon the matter.

IN WITNESS WHEREOF, the parties hereto, have set their respective hands and seal, the day and year first hereinabove written. For and on behalf of IGNOU (Indiar Gandhi National Open University).

For and on behalf of Security

Agency (.....)

Name .....

Name .....

Designation .....

Designation .....

Address .....

Address .....

.....

.....

.... Date .....

Date

..... Signature of authorized official with stamp

Signature of authorized official with stamp WITNESS: WITNESS:

1. ....

1. ....

2. ....

2. ....