

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL CENTRE, DARBHANGA - 86004**

Dated: 05.07.2018

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, Darbhanga under the DGR rates and its norms.
- 2) Scope of work: Providing the Security Services for RC, Darbhanga 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-C.

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 (Envelope-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. The master envelope shall also be sealed and subscribing the name of the works (Providing of Security Services for RC Darbhanga, under the DGR rates) and submitted at the following address within due date and time.

“Regional Director, IGNOU Regional Centre, Darbhanga
L.N.M.U.Campus, Near Central Bank of India,
Darbhanga, Bihar - 846004

SCHEDULE OF QUOTATION

1.	Issue of Quotations Documents	09.07.2018
2.	Receipt of Sealed quotation (Minimum of 3 weeks time to be given to SSAs)	03.08.2018 at 03.00PM
3.	Opening of Quotation (Technical Bid)	06.08.2018 at 03.00PM
4.	Opening of Financial Bid of Technically qualified Bidders.	10.08.2018 at 03.00PM

- 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 Website of IGNOU Regional Centre, DARBHANGA 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 writing 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, Darbhanga

(II) GENERAL TERMS AND CONDITIONS

- 1) **Eligibility**: The agency should be empanelled in , Bihar (Name of respective State where the RC is located) 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 02 (two) 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 reimbursed 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 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, Darbhanga under the contract with DGR empanelled security agencies.
- 21) Proper co-ordination shall be maintained with authorized officers of IGNOU Regional Centre 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 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 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 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 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 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 shall verify the attendance of the agency personnel.
- 39) IGNOU Regional Centre 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 21st 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 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 7th of the subsequent month. The security agency shall be directly responsible and indemnify, IGNOU Regional Centre 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

Sl. No.	Security Personnel	Shift to be covered	Requirement of Guards
1.	Security Guards	3 Shifts	Total (03)

ANNEXURE-C

PROFILE OF DGR EMPANELEED AGENCY

(To be Submitted in Envelop-A)

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

(To be submitted in Envelope-A)

The Regional Director
IGNOU Regional Centre
Darbhanga

ACCEPTANCE OF TERMS & CONDITIONS OF QUOTATIONS

Sir,

- 1) The Quotation Documents for the work of “Providing of Security Services for IGNOU Regional Centre, Darbhanga 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 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, Darbhanga 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.....

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 IGNOU Regional Centre, Darbhanga 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. 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