

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)
REGIONAL CENTRE COCHIN (RC-14)**

Dated: 28-06-2019

NOTICE INVITING QUOTATION FOR SECURITY AGENCY

Sealed quotations in two bids/envelopes system are invited from the Security Agencies for providing of security services at IGNOU Regional Centre Cochin, in accordance with the following terms and conditions of this Notice Inviting Quotation (NIQ).

- 1) **Name of Work:** Providing the Security Services for RC Cochin under the Labour Dept rates and its norms.
- 2) **Scope of work:** Providing the Security Services for RC Cochin as per the terms and conditions of the NIQ.

I. Two BIDS (ENVELOPES) 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-B 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-B.

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 basic 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 Regional Centre Cochin and submitted at the following address within due date and time.

“Regional Director
IGNOU Regional Centre
Kaloor, Kochi 682 017”

II. SCHEDULE OF QUOTATION

S.No.	Schedule of activities	Date
1.	Issue of Quotations Documents	28-06-2019
2.	Receipt of Sealed quotation (Minimum of 3 weeks time to be given)	29-07-2019 (Monday 5.30 pm)
3.	Opening of Quotation (Technical Bid)	30-07-2019 11.30 am
4.	Opening of Financial Bid of Technically qualified Bidders.	30-07-2019 11.30 am

- 3) The Quotation will be opened on the specified date and time as given above, in the presence of those proprietor/Directors of Security 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, Cochin 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-C**). The rate/percentage for service charge quoted shall be written both in figures as well as in words in such a way that interpolation is not possible.
- 6) The bidders shall quote their rate per security personnel per month after analyzing cost involved.
- 7) The party shall place cellophane tape on the quoted rate wherein correction/overwriting made before submission of their offer in the prescribed format.
- 8) 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 no extra charges consequent upon any misunderstanding or otherwise shall be allowed.
- 9) Quotation shall be valid for a period of 90 days from the date of submission of the bid.
- 10) 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.
- 11) IGNOU Regional Centre will not be responsible for any delay, loss, non-receipt of quotations sent by post.
- 12) In case of any dispute, the decision of IGNOU shall be final and binding on both the parties.
- 13) 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.
- 14) 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.

Regional Director,
IGNOU Regional Centre, Cochin

III. GENERAL TERMS AND CONDITIONS

- 1) **Eligibility:** The agency should be empanelled in Kerala (State where the Regional Centre Cochin is located). The Agencies with the remarks in the list like “Dis-empanelled, Held-in-Abeyance, Overage & Show Cause Notice (SCN) issued” will not be considered.
- 2) **Period of Contract:** The contract shall be initially for a period of 2 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.
- 3) **Rates:** The wage 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 guidelines as fixed for Security Guard (without Arms) – Area A/B/C.

On completion of every calendar month the consolidation bill shall be submitted by the Security agency for payment.

- 4) **Payment:** 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 TDS as applicable. The Agency shall be responsible for fulfilling the requirement of all Labour laws and Statutory provisions in force.
- 5) **Contract Performance Guarantee (CPG):** The successful 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 Security agency after completion of contract subject to the condition that there is no outstanding dues/deduction to IGNOU Regional Centre by the agency.
- 6) In case any theft, fraud, mishappening, 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.
- 7) 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.
- 8) 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.
- 9) 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.

- 10) 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.
- 11) **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.
- 12) 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.
- 13) 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 Security agency.
- 14) The payment of wages shall be made by the Security agency to the guards and not through any other agencies. Documentary evidence to the effect of the 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.
- 15) **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.
- 16) 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 IGNOU Regional Centre, Cochin. However, the Agency shall be required to provide additional guards as and when required by IGNOU Regional Centre, Cochin in writing.
- 17) Proper coordination shall be maintained with authorized officers of IGNOU Regional Centre, Cochin for the smooth operation. In case of any accident, fire, mishappening etc. the duty personnel shall act in accordance with the contingency plan of IGNOU Regional Centre, Cochin or as per the direction of authorized officers of IGNOU Regional Centre, Cochin. Proprietor/Directors of the security agency shall visit and meet IGNOU Regional Centre, Cochin authorized officials on regular intervals.
- 18) The Regional Director /authorized officials of IGNOU Regional Centre, Cochin 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.
- 19) The agency shall carry out all order issued by the Regional Director /authorized officials of IGNOU Regional Centre, Cochin from time to time relating to their service.

- 20) **Subletting of Contract:** Agency shall not sublet the contract. Throughout the contract period the agency shall directly run and supervise the contract.
- 21) 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.
- 22) 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 Regional Centre, Cochin reserves the right to outright termination of contract and the security agency shall not be entitled for any compensation whatsoever.
- 23) Any deficiencies noted during the daily checks by the designated officer shall be intimated to the agency for remedial action.
- 24) IGNOU Regional Centre, Cochin reserves the right to select the suitable candidates for the work from the list of candidates submitted by the agency.
- 25) If IGNOU Regional Centre, Cochin is not satisfied with the conduct/performance of the duty personnel, the security agency shall replace the person(s) concerned immediately.
- 26) **Reports & Returns:** The agency shall keep and maintain any and all records which are required to be maintained under the 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.
- 27) IGNOU Regional Centre, Cochin 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.
- 28) The bids shall be opened in public and authorized representatives of the bidders shall be permitted to attend the bid opening.
- 29) 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.
- 30) The age limit of the guards engaged should be as per the guidelines prescribed by the Govt.
- 31) The security agency must get verified the background checks of all personnel deployed at IGNOU Regional Centre, Cochin premises for security reasons.
- 32) The security agency shall ensure that their guards wear neat and clean uniform. All the personnel of the security 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.
- 33) The agency shall provide all the items as are necessary for proper discharge of duties by the personnel.

- 34) IGNOU Regional Centre, Cochin shall verify the attendance of the security agency personnel deployed at the venue.
- 35) IGNOU Regional Centre, Cochin has the right to check, search or examine the person and belongings of the guards of the security agency while entering/leaving IGNOU Regional Centre, Cochin 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 Guards (Regulation of employment & conditions of service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Guard'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, Cochin representative for verification and upon such satisfaction only, IGNOU Regional Centre, Cochin 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, Cochin 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.

REQUIREMENT & DEPLOYMENT OF SECURITY PERSONNEL

S. No.	Security Personnel	Shift to be covered	Requirement of Guards
1.	Security Guards	3 Shifts in a day (1 shift of 8 hours duration)	Total (number of guards): 08 (eight) per day 3 guards in the morning and afternoon shifts; 2 guards in the night shift

ANNEXURE-B

PROFILE OF SECURITY AGENCY

(To be Submitted in Envelope-A)

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

(To be submitted in Envelope-A)

The Regional Director
IGNOU Regional Centre
Cochin

ACCEPTANCE OF TERMS & CONDITIONS OF QUOTATIONS

Sir/Madam,

1. The Quotation Documents for the work of “Providing of Security Services for IGNOU Regional Centre Cochin,” 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 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 Envelope-B)

S. No.	Particulars	Rate per security guard for 8 hours duty including all charges	Service charge in percentage may be shown separately
01.	Providing the Security Services for IGNOU Regional Centre Cochin	Rate per security guard per day for 8 hours duty including all charges: Rs..... (.....)(in words)	Service charge: (%) (.....)(in words)

Note:

- The rate quoted and all other payments / wage structure etc. shall be as per the standing rules of _____ (copy enclosed).

Signature of Bidder.....

Date.....

Name.....

Address of Security Agency.....

Office Seal / Rubber Stamp