



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Regional Centre, Karnal**

**Tender document
For
Empanelment of Security Agency for providing Security Services
at IGNOU Regional Centre, Karnal**

(Estimated Value: Rs. 700000.00 annually)

| | |
|--|--|
| Details of the item | Outsourcing of Security Services |
| Tender Fees | NIL |
| EMD | Rs.21000/- EMD is subject to exemption as per GeM Rules. |
| Tender Value | Tender value of Rs.700000/- |
| Annual Average Turnover of the bidder | Annual Average Turnover of Rs. 2800000/- (Rupees Twenty Eight Lakhs only) or above for each of the last 3 completed years i.e. 2021-22 , 2022-23 and 2023-24 from Security Service business. |
| Performance Security | 05% of the annual tender value |

Bidding document (GEM/2025/B/5842492) may be downloaded from the given website:

<https://bidplus.gem.gov.in/all-bids>

**Regional Director
Indira Gandhi National Open University
Regional Centre, Karnal
Plot No. 5, Sector 12, near Huda office, Model Town, Karnal, Haryana-132001
Phone: 0184-2271514
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**INDIRA GANDHI NATIONAL OPEN UNIVERSITY MAIDAN GARHI
REGIONAL CENTRE KARNAL -132001**

Dated: 10.01.25

The bidders having following minimum qualification are eligible for bidding:

1. The bidder firm must have a valid legal identity e.g. a PSU/ Company/ Society/Trust. Bids from proprietorships, partnerships, consortiums etc. shall not be accepted.
2. Must have a valid license for supply of security personnel to the organizations/institutions under Contract Labour (Regulation & Abolition) Act – 1970. The license shall be required to be renewed for the entire contract period.
3. The bidder must have at least 05 years' experience of providing security services to Govt. organization/Universities (Centre and State Govt.)/PSUs/Autonomous Bodies/Other Centre and State Govt. Department.
4. Must be registered with Employees' Provident Fund Organization (EPFO), Employees' State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST).
5. Must have a valid license under Private Security Agency Regulation Act.
6. Must have an average Annual Turnover of Rs. 2800000/- or above in the preceding three (03) financial years (2021-22 , 2022-23 and 2023-24).
7. The bidder must have a security manpower management system for recording of digital/biometric/facial recognition based attendance system cum MIS system. Supporting documents shall be required to be uploaded.
8. The bidder must have its office in Haryana and must have training centers recognized under PSARA 2005; or have tie up with the training institutions recognized in terms of PASRA 2005; to ensure that PSARA qualified Security Guards are made available. A certificate is to be uploaded as required under Annexure-B.
9. In case of non fulfillment of any of the above eligibility criteria or non submission of relevant supporting document/information, the bids shall be summarily rejected.
10. Certificates of satisfactory performance from at least three Government Organizations/PSUs/ Higher Educational Institutions for the last three years i.e.2021-22, 2022-23 and 2023-24. The certificates must have been issued on the letter head of the client Institution clearly indicating the duration of contract, details of security personnel provided. **Copies of work-orders and agreements shall not be considered for this purpose.**

NOTICE INVITING QUOTATION

Quotations are invited from the Security Agencies 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 Regional Center, Karnal.
- 2) Scope of work: Providing the Security Services for Regional Center, Karnal as per the terms and conditions of the NIQ.

(a) Following documents shall be submitted along with Technical Bid

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

IMPORTANT NOTE:

(i) Bids will be invited from all over the India. However, Bids of only those bidders whose offices are based in Haryana and have a valid PSARA License will be considered.

- (ii) If the documents submitted under Technical Bid- are not satisfactory or incomplete, quotation will be rejected and Financial Bid will not be opened/considered.
- (iii) Offers not adhering to the guidelines of IGNOU or unsigned offer shall be rejected outright.
- (iv) The Financial Bid shall be opened after evaluation of basis documents submitted under Technical Bid.

- 3) The Quotation will be opened on the specified date and time as given on the GeM portal, in the presence of those proprietor/Directors of security agencies who wish to participate in the quotation opening.
- 4) 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.
- 5) 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.
- 6) In case of any dispute, the decision of IGNOU shall be final and binding on both the parties.
- 7) 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, Karnal

(B) TERMS AND CONDITIONS

- 1) **Eligibility:** The agency should be registered in Haryana.
- 2) **Period of Contract:** The contract shall be initially for a period of 01 year 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 Quotation rate/service charge shall be firm throughout the contract period including extended period and no extra claim shall be entertained on any accounts. Wage structure and all other terms conditions of the contract shall be strictly as per the wage rules and regulations of Govt. of India. 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 security agency shall be revised.
- 4) On completion of every calendar month the consolidation bill shall be submitted by the security agency for payment.
- 5) **Payment:** The Payment of wages to the guards will be made that of wages for Security Guard (Without Arms) as per the revision of minimum wages as notified by **Govt. of Haryana**. Payment shall be made to the agency by IGNOU Regional Centre against satisfactory performance of the contract within 03 weeks from the date of receipt of bill, after deducting taxes as applicable. The Agency shall be responsible for fulfilling the requirement of all Labour laws and statutory provisions in force.
- 6) **Earnest Money Deposit:**
 - a) Earnest Money Deposit (EMD) for an amount of Rs.21000/- (Rupees Twenty One Thousand Only) shall be submitted along with the quotation in the form of a Demand Draft from any nationalized / commercial Bank in favour of IGNOU payable at Karnal having validity upto a minimum period of three months from the last date of submission of tender/bid.
 - b) The EMD will be refunded to unsuccessful bidder(s) within 30 days after finalization of the tender. However, in case of successful bidder it will be refunded only on receipt of Security Deposit.
 - c) No interest will be paid on EMD.
- 7) **Security Deposit**
 - a) The successful Bidder shall, before executing the order, within 15 days of dispatch of letter intimating acceptance of the offer in the form of Letter of Intent, deposit an amount equivalent to 5% of the estimated annual value of the contract in INR i.e. Rs. 35000.00 (Rs. Thirty Five Thousand Only) as security deposit for the due performance of the contract. The security deposit may be furnished in the form of Demand Draft in favour of IGNOU payable at Karnal from a nationalized/Commercial Bank.
 - b) Such Security Deposit will not bear any interest whatsoever.
 - c) Failure to furnish Security Deposit shall be treated as breach of contract and shall entail cancellation of the contract, forfeiture of EMD. If the outsourcing agency is not able to provide the services completely within the specified period to the complete satisfaction of IGNOU, the necessary action would be initiated in terms of relevant Clauses of Tender which includes forfeiture of security deposit/EMD and even blacklisting of **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 Karnal 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 wages as paid by IGNOU Regional Centre Karnal 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 Regional Center in writing.
- 19) Proper co-ordination shall be maintained with authorized officers of IGNOU Regional Centre Karnal 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 or as per the direction of authorized officers of Regional Centre IGNOU. Proprietor/Directors of the security agency shall visit and meet Regional Center authorized officials on regular intervals.
 - 20) The Regional Director, Regional Center Karnal/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.
 - 21) The agency shall carry out all order issued by the Regional Director, Regional Center, Karnal / authorized official from time to time relating to their service.
 - 22) **Subletting of Contract:** Agency shall not sublet the contract. Throughout the contract period the agency shall directly run and supervise the contract.
 - 23) The duty personnel of the agency shall abide by the rules and regulations, procedures and systems of IGNOU Regional Centre, Karnal while performing their job in the said premises or such rules passed from time to time and made applicable to them.
 - 24) 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 its employee, IGNOU reserved the right to outright termination of contract and the security agency shall not be entitled for any compensation whatsoever.
 - 25) Any deficiencies noted during the daily checks by the designated officer shall be intimated to the agency for remedial action.
 - 26) IGNOU Regional Centre, Karnal reserves the right to select the suitable candidates for the work from the list of candidates submitted by the agency.
 - 27) If IGNOU Regional Centre, Karnal is not satisfied with the conduct/performance of the duty personnel, the security agency shall replace the person(s) concerned immediately.
 - 28) **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.
 - 29) 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.

- 30) The security agency shall comply with Pvt. Security Agency (regulations) Act., 2005 (29 of 2005) requiring the contracting agency to obtain a license.
- 31) The age limit of the Security person deployed should be as per the Rule of Govt.of India.
- 32) The agency must get verified the background checks of all agency personnel deployed at IGNOU Regional Centre Karnal premises for security reasons.
- 33) 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.
- 34) The agency shall provide all the items as are necessary for proper discharge of duties by the personnel.
- 35) IGNOU Regional Center shall verify the attendance of the agency personnel.
- 36) IGNOU Regional Centre, Karnal 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 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 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) Additional Terms and Conditions:

1. 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.
2. 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.
3. 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.
4. 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 any of the property (movable or immovable) within the premises of the Regional Centre and its warehouse.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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, RC 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.

12. 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.
13. 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.
14. The Security Personnel deployed by the Security Agency 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.
15. 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.
16. Security Agency will provide ESI and EPF facility to its entire Security Personnel posted in IGNOU.
17. 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.
18. The wages have to be paid by Account Payee Cheque/electronic transfer giving details of

deduction of ESI and EPF to each individual via payslip.

19. 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.
20. 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 from the original documents to ensure that proper wages have been paid to the guards.
21. 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 7th of every month, even if there is some delay in processing the bill files at the Regional Centre level due to any reason.
22. 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.
23. 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 07 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.
24. The Security Personnels must have a valid Martial Art Certificate and Certificate in Fire Safety and Security Management.
- 25. Terms of payment:**
 - i. 100% payment shall be transferred to the Security Agency through NEFT/RTGS only after showing the proof for having made disbursement by 7th 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 the 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.

26. IGNOU RC, will deduct Income Tax and Educational/other Cess as applicable from time to time at source under Section 194 – C (Payment of contractors and sub-contractors) 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.
27. 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.
28. 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 EPF / ESI. The challan to be submitted should exclusively pertain to the Security Personnel provided to the IGNOU, Regional Centre only.
29. 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.
30. In every case, 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 Security Agency the amount of compensation so paid.
31. 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.
32. 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 the renewed License /Registration/Certificates to the registering authority will before expiry.
33. 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.
34. 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.

35. Penalty:

- i. Any unjustified and unacceptable delay in providing required service will attract penalty of liquidated damages at the rate of 2% (Two Percent) 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 or some of the defaults is as under:-

| S.No. | Nature of Default | Penalty (in Rs.) |
|--------------|---|--|
| 1. | Late reporting | Rs. 200/-up to 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). |

36. Termination:

- i. IGNOU Regional Centre will be entitled to terminate the 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.

(V) REQUIREMENT & DEPLOYMENT OF SECURITY PERSONNEL

| Sl. No. | Security Personnel | Shift to be covered | Requirement of Guards |
|----------------|---------------------------|--|--------------------------------------|
| 1. | Security Guards (unarmed) | 03 Shifts a day (Each shift of 08 hours) i.e. 01 unarmed guard for each shift a day. | 03 shifts a day = 03 guards in a day |

ANNEXURE-A

PROFILE OF SECURITY AGENCY

| S. No. | Particular | Details | Proof Attached (Yes/no) |
|--------|---|---------|-------------------------|
| 1. | Name of the Bidder and its Legal Status of the bidder i.e. PSU, Company/Trust/ Society (Upload the registration certificate) | | |
| 2. | Name of the top executive officer of the bidding firm with full Address, phone , E-Mail and mobile number | | |
| 3. | Name of the authorized person to sign, submit and negotiate the bid | | |
| 4. | E.P.F. registration No. (Upload the Certificate) | | |
| 5. | E.S.I.C registration No. (Upload the Certificate) | | |
| 6. | PSARA registration No. (Upload the Certificate) | | |
| 7. | Registration under Contract Labour (Regulation & Abolition Act, 1970) (Upload the Certificate) | | |
| 8. | PAN (Upload the Certificate) | | |
| 9. | TAN (Upload the Certificate) | | |
| 10. | GSTIN (Upload the Certificate) | | |
| 11. | Location of the administrative office of the bidder and training facilities in Haryana as per PSARA 2005 along with fire fighting training academy. (A certificate by a Chartered Accountant with his/her UDIN number is required to be uploaded in Annexure-B) | | |
| 12. | 05 Years of experience in providing security services and should have executed at least 03 projects with supply of 05 no. of manpower in each contract of providing manpower services to Central/State Govt. Departments/PSUs/Autonomous Bodies in last 03 Financial years (Upload the certificate in Annexure-C and C1 of the ATC) | | |
| 13. | Minimum average annual turnover of Rs.2800000/- (only from security manpower outsourcing services) for last three financial year's i.e. 2021-22, 2022-23 and 2023-24 (Upload the certificate in Annexure-D of the ATC) | | |
| 14. | Manpower MIS cum electronic attendance system (Proof to be Uploaded) | | |
| 15. | A notarized Certificate declaring that the bidder is not debarred from bidding as per O.M. No. F.1/20/2018-PPD dated 2.11.2021 of the MoF, Deptt. of expenditure, GoI (Upload the Certificate) | | |
| 16. | Declaration regarding acceptance of all terms and conditions towards services as mentioned in the tender document. (copy to be Uploaded) | | |
| 17. | Detail of EMD deposited. | | |
| 18. | Certificate of satisfactory performance from three Government organizations/Universities/PSUs for the past three year period from the date of submission of this bid(Upload the Certificates). | | |

Note: Non submission/non-uploading of any of the above document/information, the bids shall be summarily rejected. To be filled completely by the bidder. Scanned copies of the documents are to be uploaded along with the technical bids. The eligible firms are exempted from submission of EMD as per GeM Rules.

Annexure-B

On the Letter Head of the bidding firm

Address of the Administrative office in Haryana :

Address of the Training Centers in Haryana :

Certified that the information given above is true as per the records (i.e. GST registration certificate, PSARA 2005 certificate, and other relevant certificates).

Signatures of the Tendered/bidder:

Name:

Seal of the Company:

(To be certified by a Chartered Accountant with his seal and UDIN number)

Annexure-C

Detail of experience in Security Business for last 05 years

Table-A

| Sl. No. | Name and address of HEI/ Central or State Govt. Organization/Autonomous Bodies/PSUs | Period of contract | | No. of Security Personnel deployed | Contract value in Rs. (Annual) |
|---------|--|--------------------|----|---------------------------------------|-----------------------------------|
| | | from | to | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |

Note: Extra columns may be added in case of need.

Signatures of the Tendered/bidder

Name:

Seal of the Company:

(To be certified by a Chartered Accountant with his seal and UDIN number)

Annexure-C1

Details of executed contracts with Minimum 05 deployed Security Guards in each contract

Table-A

| Sl. No. | Name and address of HEI*/ Govt. Organization/Autonomous Bodies/PSUs | Period of contract | | No. of Security Personnel deployed | Contract value in Rs. (Annual) |
|---------|---|--------------------|----|------------------------------------|--------------------------------|
| | | from | to | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
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| 12 | | | | | |
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| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |

Note: Extra columns may be added in case of need.

Signatures of the Tendered/bidder

Name:

Seal of the Company:

(To be certified by a Chartered Accountant with his seal and UDIN number)

Annexure-D**On the Letter Head of the Biding Firm**

Total Annual Turnover Declaration sheet indicating Financial Status of the bidder including annual report of past 03 years duly authenticated by Chartered Accountant.

We, hereby certify that our total Annual Average Turnover has been Rs.2800000/- (Rupees Twenty Eight Lakhs only) or above for each of the last 03 completed year i.e. 2021-22 , 2022-23 and 2023-24 from Security Service business only. Year wise breakup given below:-

| Sl. No. | Financial Year | Annual Turnover from Security services (Rs.) (in figure) | Annual Turnover (Rs.) (in words) |
|----------------|-----------------------|--|---|
| 1 | 2021-22 | | |
| 2 | 2022-23 | | |
| 3 | 2023-24 | | |

(Copies of the P&L account, Balance sheet, Receipt & Payment account duly certified by chartered accountant to be uploaded in support of this certificate)

Signatures of the Tendered/bidder

Name:

Seal of the Company:

(To be certified by a Chartered Accountant with his seal and UDIN number)

(To be submitted)

The Regional Director,
IGNOU Regional Centre
Plot No. 5, Sector 12, near Huda office,
Model Town, Karnal,
Haryana-132001

ACCEPTANCE OF TERMS & CONDITIONS OF QUOTATIONS

Sir,

- 1) The Quotation Documents for the work of “Providing of Security Services for IGNOU Regional Centre, Karnal at wages rates of **Govt. of Haryana**,” 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 Karnal ,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 and the same has been followed in the present case. In case, this provision of the quotation is found violated. I/we agree that the quotation shall be rejected.

Yours faithfully,

Signature of Bidder

Name.....

Agency.....