



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Tender document

for

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

(Estimated value: Rs.3 to 4 Crore)

Last Date for submission of Tender: at 3.00 p.m. on 06/04/2015

Date & Time for opening of Tender: at 3.30 p.m. on 06/04/2015

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



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

F. No.: IG/GA/Security/2015

Dated: /.../2015

To,

Sub: To provide security services to IGNOU Headquarters and its Regional Centres located in Delhi/NCR through work outsourcing/job outsourcing basis.

Sealed quotations under two bid systems (Technical & Financial) are hereby invited from the interested agencies for providing security services in IGNOU head quarter and Regional Centers located in New Delhi/NCR. The **outsourcing agency** will be awarded the job initially for one year extendable for one more year on mutual consent.

- 1. Work/job to be outsourced would require deployment of 800 man-hours (100 security personnel) per day to 1384 man-hours (173 security personnel) per day as required from time to time in the following locations. The change in man-hours (security personnel) required will be intimated 3 to 4 days in advance.**

Sr.no.	LOCATION
1	UNIVERSITY CAMPUS
2	VC. RESIDENCE, AGVC
3	C.M.D STORE, AGVC
4	PVC RESIDENCE & PETROLLING AGVC
5	RC-I, MATHURA RD.
6	RC – III, DWARKA
7	RC-II – School of Gandhian Studies (Raj Ghat)
8	RC – NOIDA

Sl.No.	Manpower Type	Number of manpower required per day	Rate per person per shift per day in words and figures.	Monthly amount (Rupees in words and figures)
01	Watch and Ward (without arms)	88-153	Currently @ Rs. 367/- per day as per order no. 1/17(7)/2014-LS-II issued from the O/o CLC (C), Ministry of Labour and Employment, GOI dt. 29/9/2014 subject to revision from time to time and is paid for number of days in a month accordingly. (As at Annexure-VIII)	
02	Watch and Ward (with arms)	12-20	Currently @ Rs. 404/- per day as per order no. 1/17(7)/2014-LS-II issued from the O/o CLC (C), Ministry of Labour and Employment, GOI dt. 29/9/2014 subject to revision from time to time and is paid for number of days in a month accordingly.	

2. Terms and Conditions (GENERAL)

Indira Gandhi National Open University (IGNOU) is established under the Act of Parliament (ACT No.50 of 1985) and is having its offices at Maidan Garhi, New Delhi-110068 and Regional Centres at various cities of India. IGNOU being an educational institution is currently exempted from paying Service Tax as per guidelines of Ministry of Finance/Service Tax Authorities.

The Tender Document can be purchased on a payment of Rs. 2,000/- (Rupees Two Thousand only) in the form of DD only in favour of IGNOU, New Delhi from the office of Security Unit, Room No. 09, Block No.11, IGNOU, Maidan Garhi, New Delhi 110068 on any working day from 10 am to 5.00 pm upto 06/04/2015. The Tender document can also be downloaded from IGNOU's Website i.e. www.ignou.ac.in but in that case the same may be submitted with the requisite Tender fee along with the EMD upto 3.00 pm on 06/04/2015. (The Tender fee is non-refundable). The Tender submitted without the Tender fee and /(or) the EMD will summarily be rejected. The Bidder may visit the site before quoting their rates.

2.1 Minimum Eligibility Criteria

- a) Bidders should be registered under Companies Act/Societies Act/Partnership Act etc., as applicable.
- b) Bidders should have at least three years of experience of providing security services in Govt. Organizations/Autonomous Institutions/University etc and should be able to provide ex-serviceman and in absence of availability of ex-serviceman trained civilian manpower (security personnel) may be deployed in the remaining positions.
- c) Bidders should have approvals from concerned regulatory authorities as applicable for carrying out the outsourced work.
- d) Bidders Annual Turnover should not be less than Rs.1 Crore during the last three financial years in the books of Account.

TERMS & CONDITIONS

- a) The successful bidder (hereinafter referred to as 'outsourcing agency') so engaged will provide the services as defined in Annexure-vi through its employees under direct supervision of IGNOU.
- b) The outsourcing agency shall be the employer of the security personnel to deployed in the university under the contract and responsible for payment of wages etc. to the said security personnel according to wages rules and regulations of Govt. of India, Ministry of Labour and Employment, as and regards Wages/EFP/ESI/Relieving Charges and other benefits to their employees. IGNOU shall reimburse to the Outsourcing Agency towards wages etc. and pay Service Charges to the Outsourcing Agency. The wages etc., will be reimbursed by IGNOU as per minimum wages as prescribed for Watch and Ward (with Arms and without Arms) by Ministry of Labour and Employment as notified from time to time. A copy of notification applicable at present is enclosed as Annexure-VIII.
- c) The outsourcing agency should comply with all the legal/statutory provisions pertaining to its line of business and including but not limited to registration with Labour Commissioner, Account in ESI/EPF and Income Tax Department for TDS.
- d) No payment other than reimbursement of wages and service charges will be payable to the Outsourcing Agency. The Outsourcing agency being the employer of the security personnel shall ensure weekly off/holidays/leave & vacations as per existing laws. It shall also be ensured by the Outsourcing Agency that in no case the security personnel will work for more than 12 hours per day.

e) Violation of minimum wages act, contract labour act, Govt. of India, Ministry of labour and Employment Order and such other statutory provisions shall make the Outsourcing agency be liable for disqualification and such tender shall not be considered and rejected summarily without assigning any reasons. No communication will be entertained in this regard.

f) The bidder may wish to inspect the site and satisfy himself before submitting the bid and will be deemed to have full knowledge of the site whether he inspect it or not and no claims and objection due to ignorance shall be considered.

g) The outsourcing agency shall be responsible for arranging and maintaining all material, tools such as Torch, Sticks (Lathi) and facilities which are minimum required for security services for the manpower (hereafter referred to as security personnel) deployed at his own cost.

The security personnel will assist in management of functions/events and Estate matters.

h) The bidder should submit the attested copies of PAN No. /Valid PF/ESI Registration No./ Licence number under Contract Labour Act, proof of average annual turnover duly supported with audited balance sheet, experience certificate supported by documents from the concerned departments along with Tender Document.

2.2 Compliance with the technical terms and labour regulations

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

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

c) The outsourcing agency shall be responsible for the payments to security personnel employed for the performance or carrying out the said work and that IGNOU shall in no event be liable for the same. The outsourcing agency shall keep IGNOU indemnified against the same and from all proceedings in respect thereof. The outsourcing agency shall open Saving Bank Account for each of the security personnel in any nationalized bank. The payment to the manpower (security personnel) of outsourcing agency towards wages etc. should be made by ECS and the outsourcing agency shall provide documentary proof of payments such made to them, for reimbursement of bill.

d) The outsourcing agency shall be responsible and shall pay all compensation to its security personnel payable under the provisions of the workmen's compensation Act and amendments thereto.

e) It shall be responsible for and pay the expenses for providing medical treatment to the security personnel deployed by it, who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the University premises.

f) The security personnel shall be deemed to be the employees of the outsourcing agency for all purposes including but not limited to- the payment of wages, and all other obligations under labour laws, rules and regulations there under.

g) The IGNOU reserves the right to check the actual payment of the wages register maintained by the outsourcing agency and also the connected documents in respect of the above.

2.3 Submission of Tender

a) The technical and financial bids must be submitted in separate sealed covers & should be superscribed "Technical Bid for supply of manpower (security personnel)" & "Financial Bid for supply of manpower (security personnel)" in the format as prescribed in **Annexure-I** and **Annexure-II** respectively. The envelope containing the technical bid needs to be accompanied by the EMD, Tender Fee (if applicable) and required documents.

b) Both the technical and financial bids may be kept in the third envelope superscribing "Tender for providing of manpower (security personnel) in IGNOU HQ, its Regional Centres in Delhi/N Delhi & NCR".

c) The sealed envelope containing all the bids must be submitted/sent so as to reach the office of SO(Security), Room No. 09, Block No.11, Indira Gandhi National Open University (IGNOU), Maidan Garhi, New Delhi 110068 on or before the stipulated date & time.

d) The bids/quotation must be accompanied by the relevant documents/ literature confirming the services to be provided duly signed by the outsourcing agency with seal of the firm on each & every page. The bid submitted in a casual manner and without proper documentation shall be summarily rejected.

e) The tender form must be clearly filled in ink legible or typed. Alterations unless legibly attested by the outsourcing agency shall be disqualified and rejected. Tender document, must be duly signed by the outsourcing agency himself, or his authorized signatory. (In case of authorized signatory an authorization letter must be submitted).

f) Every paper of the tender should be signed by the outsourcing agency with seal of Firm.

g) Late/delayed tenders due to any reason, whatsoever, will not be accepted/considered under any circumstances.

h) All rates and other information like discounts etc. having a bearing on the rates shall be written, both in figures and words in the prescribed format of financial bid (**Annexure- II**) Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.

i) Quotation must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and the tender is liable to be rejected.

j) Tenders not conforming to the requisite requirements shall be rejected out rightly and no correspondence in this regard shall be entertained in whatsoever manner.

k) The tender(s) not submitted in the prescribed manner shall be summarily rejected and their Financial Bids shall not be opened.

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

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

2.4 NO TENDER SHALL BE CONSIDERED, IF:-

- i. The tender document is not accompanied by a DD for Rs.2000/- in favour of IGNOU as per para 2 page no.3 (in case downloaded from the web site).
- ii. Not submitted in prescribed form and not accompanied with bid security (Earnest Money Deposit) as specified.
- iii. The tender is conditional.
- iv. More than one rate is quoted for each service.
- v. The bidder submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s).
- vi. The tender is received after the dead-line for submission of bid.
- vii. The tender document is not signed by the bidder on each and every page in token of having accepted the terms and conditions of tender.
- viii. The rate is not all inclusive of all the financial obligations/ implications to IGNOU.

2.5 DUTY DAYS/ HOURS

The security personnel will be deployed on rotational basis on 8 hours basis in three shifts and in no case their duty shall exceed 12 hours (four hrs. extra duty on the discretion of the University Security Supervisor on duty or with the permission of Chief Security Officer). The exact duties will be intimated by CSO.

2.6 RESPONSIBILITIES OF THE OUTSOURCING AGENCY (successful bidder):

- i. The **outsourcing agency (firm)** should take utmost care not to leak/divulge any information of the IGNOU, to any third party and full confidentiality shall be maintained.
- ii. The losses sustained to the IGNOU due to negligence of the services of the outsourcing agency in the form of loss/damage of property will be recoverable from the outsourcing agency as per the estimation in terms of money value by the IGNOU and the decision of the IGNOU in this regard shall be final and binding on the outsourcing agency.
- iii.* Similarly, the armed manpower (security personnel) deployed shall have necessary License for possession and operation of arms and ammunition and their antecedents should be duly verified by police authorities, at the instance/cost of the outsourcing agency. Proof of the verification of antecedents and necessary license for possession and operation of arms and ammunition should be furnished within 15 Days of award of contract.
- iv. The outsourcing agency shall be responsible for the behaviour/conduct of security personnel deployed by the agency. IGNOU shall have the right to ask the outsourcing agency for removal of any person of the Agency who is not found to be competent and orderly in discharge of his/her duty.
- v. The outsourcing agency shall make payments to its employees (security personnel deployed in the university) in strict observance of Labour law Minimum Wages Act and other statutory requirements with regard to ESI/PF/Leave vacation/weekly off/TDS etc in respect of its security personnel deployed in IGNOU. Any failure on the part of the outsourcing agency in this regard will entail termination of the contract and forfeiture of the Security Deposits in addition to other penal action as per law.
- vi. The outsourcing agency shall plan & manage the Security Service in consultation with C.S.O./Security Supervisor of the IGNOU. The outsourcing agency will arrange for required resources, including manpower (security personnel), machinery, Battery/Fire alarm and any other Security Equipment required for proper discharge of duties to its manpower (security personnel). Protective gear including boots, gloves, Jackets etc. shall be provided by the outsourcing agency to the Security staff.
- vii. The outsourcing agency will also arrange manpower (security personnel) for special VIP visits.

- viii. The outsourcing agency shall not engage/deploy the Child Labour which is prohibited under Child Labour (Prohibition and Regulation) Act 1986. Employment of such Labour and violation of the said Act will lead to the termination of the outsourcing agency and legal action deemed fit by the IGNOU.
- ix. The outsourcing agency shall provide uniform to each of its manpower (security personnel) members including dress shoes and also carry nameplates etc and ensure that they are properly attired.
- x. IGNOU shall not be responsible for any claim of whatsoever nature against the outsourcing agency from third party including claims, if any, from the manpower (security personnel) employed by the outsourcing agency and deployed at IGNOU offices.
- xi. The outsourcing agency should indemnify the IGNOU at all times against all claims, damages or compensation under provision of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961, Delhi Shops and Essential Commodities Act, including any amendments to the said Acts or any other laws relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. IGNOU shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.
- xii. The Outsourcing agency should provide walki talki among manpower (security personnel) posted at VIP Locations/Stores/Evaluation Division and Main Gate.

2.7 Opening & Evaluation of Tender

- a) The technical bids shall be opened at 3.30 P.M. on 06/04/2015 & evaluated in the first instance as per terms of the tender based on techno-commercial parameters in the presence of the representative(s) of the participating bidder who may wish to be present and the members of the duly constituted Tender Opening & Evaluation Committee (TOEC) on the stipulated date & time.
- b) If considered necessary, the Committee may decide to visit and inspect the main office/ branches of the bidder and other related sites, as it may find worth, in order to gather further information leading to evaluation of bids. bidder will be bound to provide all necessary information as desired by the Committee.
- c) The IGNOU reserves the right to select the bidder on the basis of best possible bids received. The decision of the Tender Opening & Evaluation Committee arrived at, in this regard shall be final and representation of any kind shall not be entertained. Any attempt by any bidder to bring pressure of any kind may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for all tenders in IGNOU for a period of three years.
- d) The University reserves the right to have a panel made out of the tenders submitted and in case the Agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job on same rates/terms and conditions. However, the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be black listed.
- e) The University reserves the right to cancel/reject full or any part of the tender which bidder(s) do not fulfill the condition stipulated in the matter.
- f) The IGNOU reserves the right to award the contract to any of the bidders in the interest of the University irrespective of not being lowest and in this respect, the decision of the University shall be final.

2.8 Performance Evaluation

- a) The quality assurance of the Security Services would be ensured to the IGNOU regularly (daily, weekly, fortnightly or monthly depending upon the discretion of the University) on the basis of the periodical reports furnished by the officials assigned for this task by the University.
- b) The outsourcing agency and all his security personnel deployed for security work will work under the supervision of the officials assigned for this task by the IGNOU.
- c) The outsourcing agency shall be responsible to maintain all property and equipment of the department entrusted to it.
- d) The security personnel engaged should be extremely courteous and have very pleasant mannerism in dealing with the IGNOU officials/residents/visitors and should project an image of utmost discipline. The outsourcing agency shall have to remove any person in case of complaint or as decided by the University, if any manpower (security personnel) is not performing the job satisfactorily or otherwise. The outsourcing agency shall have to arrange suitable replacement in all such cases.
- e) All liabilities arising out of accident or death while on duty shall be borne by the outsourcing agency.
- f) The outsourcing agency and its manpower (security personnel) shall take proper and reasonable precautions to preserve the property from loss, destruction, waste or misuse in the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the University under its control.
- g) The IGNOU shall have the right, within reason, to have any manpower (security personnel) removed who is considered to be undesirable or otherwise and similarly the outsourcing agency reserves the right to change the manpower (security personnel) with prior intimation to IGNOU.
- h) The selected outsourcing agency shall have to provide the proof of deposit of salary ESI, EPF to the individual account of the manpower (security personnel) deployed each month alongwith the bill for reimbursement.
- i) University reserves the right to accept or reject any bid irrespective of its being lowest by taking into account the interest of the University. In awarding that contract, the interest of the University will be paramount and the decision of the University in this regard shall be final.

2.9 Earnest Money Deposit

- a) Earnest Money deposit (EMD) for an amount of Rs. 08 lakh (Rupees Eight Lakh Only) shall be submitted along with the quotation in the form of a Demand Draft from any nationalized/commercial Bank in favour of IGNOU payable at New Delhi having validity upto a minimum period of three months from the last date of submission of tender/bid.
- b) The EMD will be refunded to unsuccessful bidder(s) within 30 days after finalization of the tender. However, in case of successful bidder it will be refunded only on receipt of Performance Security.
- c) No interest will be paid on EMD.

2.10 Security Deposit

The successful outsourcing agency shall, before executing the order, within 15 days of despatch of letter intimating acceptance of the offer in the form of Letter of Intent, deposit an amount equivalent to 5% of the annual value of the contract in INR as security deposit for the due performance of the contract. The security deposit may be furnished in the format of a Demand Draft/Bank Guarantee (as per Annexure-vii)/FDR duly pledged in favour of IGNOU from a nationalized/commercial bank. 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 performance security and even blacklisting of outsourcing agency. The security deposit should remain valid for period of 60 days beyond the validity of the contract.

2.11 Effect and Validity of Offer

The Contract will be valid for a period of one year from the date of award of the contract, which may be extended for a period one year on satisfactory performance as per terms given Annexure-IV (Agreement) on mutual consent.

2.12 Delivery of Security services

The manpower (security personnel) will be deployed on rotational basis on 8 hours basis in three shifts and in no case their duty shall exceed 12 hours (four hrs. extra duty on the discretion of the University Security Supervisor on duty or with the permission of Chief Security Officer). However, reason for deployment of manpower (security personnel) for 12 hours duty is to be justified on case to case basis to the Competent Authority.

2.13 Assignment

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

2.14 Signing of Agreement

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

2.15 Payment Terms

- a) IGNOU shall pay consolidated sum to the Outsourcing Agency towards wages etc., and service charges to the agency. The wages etc., will be reimbursed as per minimum wages as prescribed for Watch and Ward (with arms) and Watch and Ward (without arms) as notified by the "**Ministry of Labour and Employment**" form time to time. The payment will be made after deduction of TDS on Service Charge.
- b) The **outsourcing agency** will install a biometric attendance machine (at his cost) at the main gate to record the presence of manpower (security personnel) on duty for each shift of the day. Payment of the bills will be as per the recordings of the biometric attendance machine. The printout of the attendance sheet which should be got countersigned every day by Chief Security Officer (CSO), IGNOU.

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

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

2.16 Penalty for non-compliance.

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

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-observation of dress-code	Rs. 200/- per instance
5.	Change of manpower (security personnel) without prior permission	Rs. 1000/- per instance

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

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

(d) The decision of IGNOU in this regard will be final. If the Outsourcing Agency does not feel satisfied with the decision, he will be at liberty to approach the Vice-Chancellor, IGNOU. His decision in this regard will be binding on the outsourcing agency.

2.17 INCOME TAX/ SERVICE TAX

The successful tenderer will have to necessarily furnish a copy of the PAN/TAN and a copy of Service Tax No. / return, ESI/EPF etc. for last 3 years. The payment will be made after deduction of TDS on Service Charge.

2.18 ADDRESS OF THE OUTSOURCING AGENCY FOR THE PURPOSE OF SENDING NOTICE AND COMMUNICATION ON BEHALF OF THE IGNOU:

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

2.19 EXERCISE OF THE POWER OF IGNOU

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

2.20 CHANGES IN THE FIRM

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

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

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

2.21 CONSEQUENCES OF BREACH

- i. If the outsourcing agency commits breach of any of the conditions of the contract, it shall be lawful for IGNOU to cancel the Contract and make alternate suitable arrangement at the risk and cost of the outsourcing agency.
- ii. The decision of the IGNOU with regard to any matter or anything concerning or arising out of the sub-clauses or any question whether the outsourcing agency or any of the partner(s) of the firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the outsourcing agency and the outsourcing agency cannot raise any objection thereto at any point of time.
- iii. In case of any dispute, during tender process/contract period, the decision of the Registrar (Administration), IGNOU, Maidan Garhi, New Delhi-110068, would be final and binding.

2.22 PRECAUTIONARY MEASURES

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

2.23 CANCELLATION OF CONTRACT

- a) The IGNOU reserves the right to cancel the Contract Agreement or to forfeit the EMD/Security Deposit in the event of non-commencement or unsatisfactory performance of the work Contract. In such eventuality, IGNOU further reserves the right to get the work done from the open market or through some other agencies and all the expenditure incurred including expenditure for identifying such external outsourcing agency shall be recovered from the outsourcing agency.
- b) The University shall be entitled to terminate the contract without assigning any reason merely by giving one month advance notice in writing to the outsourcing agency. All Liabilities of the University from this agreement shall cease on expiry of the said period of one month.

2.24 LIQUIDATED DAMAGES

IGNOU reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by IGNOU from Security Deposit and/or pending bill or by raising a separate claim. IGNOU shall have right to recover cost of any damages to its assets/properties/manpower etc. arising out of neglect by the agency.

2.25 PROCEDURE FOR SUBMISSION OF BILLS

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

2.26 SETTLEMENT OF DISPUTES AND JURISDICTION

In case of any dispute arising out of to this agreement the same shall be resolved initially by mutual discussion between the parties with in a period of 30 days, failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.

2.27 NO WAIVER

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

2.28 AUTHORITY

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

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

FORMAT OF QUOTATION FOR TECHNICAL BID

To be filled in properly, legibly and submit in a separate sealed envelope marked as "Technical Bid for providing manpower (security personnel) in IGNOU" and its Regional Centre located in NCR/Delhi, along with necessary attested document in confirmation of the details given below:

1. (a) Name and address of the Registered Firm : _____
 (b) Registration Certificate under Companies Act/
 Societies Act/Partnership Act etc. (Enclose copy) :-----
 (c) Labour License/Registration under the Contract :-----
 Labour (Regulation & Control Act. 1970)(Enclose Copy.)
2. Complete address of the Firm : _____
 its main office & branch office
 with Land Line Tel./Mobile No., Fax & e-mail:
3. Please specify whether the firm is sole proprietor : _____
 or partnership firm name and address and telephone
 numbers of Director/Partner should be specify _____
4. Contact Person(s) with Mobile/Land Line Ph. No. : _____
5. Provident Fund Account No. : _____
 (Enclose copy)
6. ESIC Registration No. : _____
 (Enclose copy)
7. PAN No. /TAN No. /TIN No. etc. : _____
 (Enclose copy)
8. Audited Balance Sheet for the last three years. :-----
 (Enclose copy)
9. Service Tax Registration No. : _____
 (Enclose copy)
10. Details of EMD furnished:
 a) Amount Rs. : _____
 Rupees in words : _____
 b) Bank draft/pay order no. : _____
 c) Date of Issue : _____
 d) Name of the Bank
11. Experience Certificate of running Security services :-----
 Issued from Govt. /Autonomous Body (last 3 years)
 (Enclose Copy).
12. Minimum turnover of Rs.1. Crore for the last three :-----
 Years (Enclose Documents)

DECLARATION

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

Signature of authorized signatory with date & seal

Date :

Place :

Price Schedule (Financial Bid)

(To be duly filled in and sent in sealed envelope no. 2 marked – Financial Bid for providing manpower (security personnel) in IGNOU and its Regional Centres located in Delhi/NCR - each page must be signed with SEAL of the Tenderer)

FORMAT OF QUOTATION FOR FINANCIAL BID FOR PROVIDING SECURITY SERVICES TO IGNOU Hqrs./REGIONAL CENTRES LOCATED IN DELHI/NCR

Name of Firm: _____

Name and Designation of Authorized Signatory: _____

Land Line Telephone Nos. of the office/ Fax No. _____

Mobile No./ e-mail: _____

I/we have inspected the site and surrounding of the work as per the details given in Tender Document and assessed the scope of works thoroughly and have also gone through the Tender Document and understood the terms and conditions stipulated their in before quoting the rates hereunder :

I/we shall charge the Service Charges-----% (in figure) -----percentage (in words) on the monthly reimbursement bill as per para 2.15 of the Tender Document.

Other forms and formats for submission

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

MONEY DEPOSIT AND TENDER FEE DETAILS

Name of the Company _____

i) Total EMD Amount: ` _____ (in words)

(Rupees _____ in figures)

ii) Tender Fee: _____

(Rupees _____ in figure)

Details of each Demand Draft :

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

Date :

SECURITY AGREEMENT

This agreement is made on ----- between Indira Gandhi National Open University established under the act of Parliament (ACT No.50 of 1985) and having its offices at Maidan Garhi, New Delhi-110068 represented by Registrar (Admin.) (Herein after referred to as the "University" which expression shall, unless it is repugnant to context include its successors and assigns) and -----
 ----- having its office at ----- duly represented by its Authorized Representative (herein after referred to as "outsourcing agency" which expression shall, where the context so requires include their legal heirs, successors and his legal assigns, executors or Administrators) herein after referred as outsourcing agency.

WHEREAS the security services agency is engaged in providing security services through its won properly trained personnel, such as Watch and Ward (with arms) and Watch and Ward (without arms) and WHEREAS the University is desirous of availing the services ***through outsourcing*** at **University Head Quarter (IGNOU), Maidan Garhi, New Delhi-110068 & its Regional Centres located in Delhi / NCR.**

NOW WHEREAS the University and the ***outsourcing agency*** had negotiations in this behalf through open tender bid.

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

1.

a) That the outsourcing agency shall provide 800 man-hours (100 security personnel) per day to 1384 man-hours (173 security personnel) per day including Watch and Ward (with arms) and Watch and Ward (without arms) hereinafter referred to as manpower (security personnel) as per the deployment chart enclosed as Annexure -VI to this Agreement. **The minimum and maximum age of the manpower (security personnel) should be 20 years to 55 years.**

b) The requirement of manpower (security personnel) may increase or decrease depending on the requirement of the University from time to time, which will be communicated to the outsourcing agency by the concerned officer of the University from time to time. The requirement beyond 1384 hrs. / per day shall be communicated to the outsourcing agency after approval from Hon'ble Vice-Chancellor of IGNOU.

2. Outsourcing agency shall apply to the University Movement order, Bio-data with photographs of all the manpower (security personnel) posted by them in IGNOU within a period of 15 days from the effective operation of this agreement.

3. The outsourcing agency shall be the employer of the manpower (security personnel) so deployed under this agreement and be responsible for payment of wages etc., according to wages rules and regulations of Govt. of India as regards Wages/EPF/ESI/Relieving Charges/TDS and other benefits with respect to their employees. IGNOU shall reimburse to the Outsourcing Agency the amount towards wages etc., and pay Service Charges to the Outsourcing Agency. The wages/ etc., will be reimbursed shall be as per minimum wages prescribed for Watch and Ward (with Arms and without Arms) by Ministry of Labour and Employment as notified from time to time. ***A copy of notification applicable at present is enclosed at Annexure-VIII.***

4. The Outsourcing agency shall submit the documentary proof (photocopies) along with his bill for the next month, in support of his claim that he has deposited the ESI, EPF & Service Tax in support of the Manpower (Security Personnel) deployed by the Outsourcing Agency with the concerned department for previous month. These documents will be verified and certified by the University staff assigned for this purpose from the original documents. If the outsourcing agency fails, his bill for the next month will not be processed for payment. Outsourcing agency will also enclose the Acquaintance roll with their bill for previous month, which will also be verified and certified by the University from original documents to ensure that proper wages etc. have been paid to the manpower (security personnel) provided at IGNOU.

5. The wages have to be paid through ECS only.
6. The Manpower (Security personal) shall be properly dressed and will wear full uniform while on duty and remain alert during the duty hours. The outsourcing agency shall provide the said uniform. The other security aids like Lathies, Whistle, Torches and other equipments required for the effective performance of their security duty should also be provided by the outsourcing agency.
7. The University will not provide any medical facility and residential accommodation to the manpower (security personnel) of the outsourcing agency.
8. Outsourcing agency and its manpower (security personnel) shall be responsible for the security of the 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 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 Manpower (Security personal) is the sole responsibility of the outsourcing agency.
09. Outsourcing agency will ensure that the manpower (security personnel) provided by him or her under the agreement are need trained in fire fighting operations. The manpower (security personnel) provided by the Outsourcing 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.
10. Outsourcing agency and its manpower (security personnel) shall take all necessary action as may be directed by the University, to prevent theft, pilferage, burglary, loss or damage of any of the property (movable or immovable) with in the premises of the University and its Regional Centres in New Delhi/NCR.
11. Outsourcing agency shall be responsible for all losses/damages to the University's property, under their charge, or to the property specifically entrusted for safe custody to manpower (security personnel) deployed by outsourcing agency. Any loss/damage due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the manpower (security personnel) will be made good by the outsourcing agency. In case of loss enquiry will be conducted by IGNOU for further action and the decision hence taken would be final & binding on the Outsourcing Agency.
12. Manpower (security personnel) will keep all the keys in their safe custody in respective building and central Key Room. They will issue the key to authorized person under a procedure after maintaining proper records in the register under control of security supervisor of the University on duty.
13. The Manpower (security personnel) will not indulge in any criminal activities, malpractices or undesirable acts. In such cases, they will be dealt with under the provision of law and the outsourcing agency will be fully responsible for their conduct.
14. Outsourcing agency shall be solely responsible for the manpower (security personnel) and any other person employed by it, in respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matters etc., who shall remain fully under the administrative, financial control and supervision of the outsourcing agency except that the University shall be the sole Arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this agreement.
15. The manpower (security personnel) deployed by the outsourcing agency under this Agreement shall be at no time, be treated as the employees of the University and also shall have no claim to be regularized in the services of the University. But the agency will not change the security personnel once deployed by it in the University without prior permission of the concerned officer of the University.

16. Outsourcing agency shall have to change or replace manpower (security personnel) as and when required by the University whether or not such manpower (security personnel) is found guilty of any misconduct. It shall not be necessary for the University to assign any reason to the outsourcing agency or the manpower (security personnel) concerned or any other person in respect of any such change and replacement required by the concerned officer of the University.

19. If any manpower (security personnel) of the outsourcing agency lodges a complaint with the University for non-payment of wages by the outsourcing agency, the outsourcing agency will have to explain to the University the valid reason as to why he has not made the payments to the individual with proof and the same shall be deducted from the bill raised by the Outsourcing Agency.

20. No manpower (security personnel) provided by the Outsourcing agency will form any links or join the association of IGNOU employees in any manner what so ever.

21. (A) **Security Deposit**

Outsourcing agency will have to furnish the security deposit 5% of the annual value of the contract in the form of Bank Draft/Bank Guarantee (Annexure-VII)/FDR within 15 days of receipt of award letter, duly pledged in favour of IGNOU, payable at New Delhi from a nationalized/commercial bank, which will be released after six months of expiry of the contract. In case, the contract period is extended further, the validity of the Performance Guarantee shall be extended by the Outsourcing Agency accordingly within 15days of reward.

(B) Failure to comply with the (A) above, EMD shall be stand forfeited.

(C) No interest will be paid on Security Deposit.

22. University will have full right to deduct suitable penalties from service charge payable to the outsourcing agency, as decided by the Registrar (Administration) in case any of manpower (security personnel) is found short of authorized strength, sleeping, under the influence of alcohol or involvement in undesirable activities. In case of manpower (security personnel) found sleeping or under influence of alcohol on duty, he will be marked as absent by the Supervisor and will immediately be sent back to outsourcing agency and outsourcing agency shall give its replacement.

23. The manpower (security personnel) deployed by the outsourcing agency shall perform their duties under the supervision of the University's officials deputed for this purpose.

24. The number of duty hours per manpower (security personnel) per day should be as per the provisions of concerned regulatory authorities. Since the consolidated wages as notified by Govt. of India includes wages etc. of weekly off/holidays/leaves and vacations, no extra sum shall be paid towards it. The Outsourcing Agency shall ensure weekly off/holiday/leave and vacations or its wages equivalent, to its employees engaged in work at IGNOU. The Outsourcing Agency shall ensure that in no case manpower (security personnel) will work for more then 12 hours.

25. In case of any dispute arising out of to this agreement the same shall be resolved initially by mutual discussion between the parties with in a period of 30 days, failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.

26. This agreement will be valid for a period of one year from ----- to ----- and can be further extended for a period of one year on the terms and conditions as mutually agreed upon in writing.

27. **TERMINATION:**

(i) IGNOU will be entitled to terminate this Agreement without assigning any reason at any time by serving one month advance notice in writing to the outsourcing agency. All liabilities of the IGNOU under this Agreement shall cease on expiry of the said period of one month.

(II)

(a) Without prejudice to the above, in the event of failure of security services on the part of the outsourcing agency, the Agreement shall be terminated without giving any notice whatsoever, IGNOU shall not be responsible for any payment thereafter.

(b) The decision of the IGNOU as to what constitutes failure of security services shall be final and binding on the outsourcing agency and shall not be questioned by him in any manner.

(III)

(a) IGNOU shall also be entitled to terminate this Agreement without giving any notice in the event of any breach or violation by the outsourcing agency of any of the terms of this Agreement or in the event of any manpower (security personnel) provided by the outsourcing agency having misconduct himself/herself in connection with the work of IGNOU.

(b) The IGNOU shall be sole judge as to what is against the interest of the IGNOU, and as to what constitutes misconduct.

(c) Forthwith upon termination under sub clause (ii) and/or (iii) above, the liability and obligation of the IGNOU under the Agreement shall cease to operate.

28. PENALTY.

In case of non-compliance of the above terms and conditions of contract, a penalty may be levied from the Service Charges on the basis of certificate signed by the Chief Security Officer/ Security Supervisor. 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-observation of dress-code	Rs. 200/- per instance
5.	Change of manpower (security personnel) without prior permission	Rs. 1000/- per instance

30. (1) The name, address and other particulars of the outsourcing agency should exactly match with those mentioned in all the License /Registrations/Certificates issued by various authorities. It is outsourcing agency's responsibility to keep all the Licenses/Registrations/Certificates issued by various authorities valid during the period of registration. Outsourcing agency should produce all the License/Registration/Certificates to the registering authority well before expiry and shall produce renewed License/registration/Certificates immediately thereafter.

(2) The outsourcing agency shall abide by the provisions of concerned regulatory authorities.

(3) The outsourcing agency shall be solely responsible for all the claims of his employees and the employees of the outsourcing agency shall not make any claim whatsoever against the IGNOU.

(4) INDEMNITY:

The outsourcing agency shall indemnify and hold harmless IGNOU and its employees against any liability, claims, losses or damages sustained by it or them by reason of any act or omission by outsourcing agency or any of its manpower (security personnel) deployed in IGNOU.

The outsourcing agency shall also keep IGNOU indemnified for all acts of omission/commission, fault, breaches and any claims, demands, liabilities, actions, proceedings, costs, charges, loss, injury compensation and expenses to which IGNOU may be put up to or involved as a result of the outsourcing agency's failure,

omission, negligence to fulfill any of its obligation hereunder and/ or statutes and or bye laws or Rules and regulations formed thereunder.

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

For outsourcing agency

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

WITNESS

WITNESS

1.

1.

2.

2.

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

AFFIDAVIT

(Before Public Notary, _____)

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

do hereby solemnly state and affirm as under :

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

S.No.	Details of Organization/ Company, etc.	Details of penalty imposed, etc.
1.		
2.		

(*) Strike off whichever not applicable.

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

DEPONENT

Place:

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
(SECURITY DEPARTMENT)

DETAILS OF MANPOWER (SECURITY PERSONNEL) DUTIES

DETAILS OF MANPOWER (SECURITY PERSONNEL) REQUIRED

Sr.	LOCATION
1	UNIVERSITY CAMPUS
2	VC. RESIDENCE, AGVC
3	C.M.D STORE, AGVC
4	PVC RESIDENCE & PETROLLING AGVC
5	RC-I, MATHURA RD.
6	RC – III, DWARKA
7	RC-II – School of Gandhian Studies (Raj Ghat)
8	RC – NOIDA

BANK GUARANTEE PERFORMA

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt (hereinafter called “ the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated made between..... and of **EMD/Performance** Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for **Rs.** (Rupees.....) (indicated the name of the bank) at the request of contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding **Rs.** Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.
2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.**
3. We undertake to pay the IGNOU any money so demanded not withstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.
4. We,..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the Guarantee thereafter.
5. We further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to **Rs.** And shall remain in force until Unless acclaim or suit under this guarantee is filled with us on before..... **ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED** and Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the date of2015

For
(indicate the name of bank)

Signature

Name of the Officer
(in block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

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

No.1/17(7)/2014-LS-II
 Government of India
 Ministry of Labour & Employment
 Office of the Chief Labour Commissioner(C)
 New Delhi

Dated: 29/9/14

ORDER

In exercise of the powers conferred by the Central Government Vide Notification No.S.O.2288(E) dated 18th September, 2012 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance the employees engaged in "Employment of Watch and Ward" on the basis of rise in the average consumer price index number reaching 241 from 238.83 (Base 2001 - 100) and thereby resulting in an increase of 2.17 points calculated on the basis of average for the period of six months ending on 30.06.2014. The rates of Variable Dearness Allowance w.e.f. 01.10.2014 shall be as under:-

I. RATES OF V.D.A.FOR EMPLOYEES EMPLOYED IN WATCH AND WARD (without arms) would be as under:-

AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	167.00
B	142.00
C	119.00

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.10.2014 to employees employed in WATCH AND WARD (without arms) would be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY			Total Rs.)
	Basic Wages (Rs.)		V.D.A (Rs.)	
A	200.00	+	167.00	= 367.00
B	170.00	+	142.00	= 312.00
C	140.00	+	119.00	= 259.00

II. RATES OF V.D.A. FOR EMPLOYEES EMPLOYED IN WATCH AND WARD (with arms) would be as under:-


AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	184.00
B	167.00
C	142.00

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2014 to employees employed in WATCH AND WARD (with arms) would be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY		
	Basic Wages (Rs.)	V.D.A (Rs.)	Total (Rs.)
A	220.00	+ 184.00	= 404.00
B	200.00	+ 167.00	= 367.00
C	170.00	+ 142.00	= 312.00

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board meeting held on 26.8.2008.

The classification of workers under different categories and the classification of cities under different areas will be same as in the notification referred to in para 1 as amended from time to time. The present classification of cities into areas A, B & C is enclosed at annexure 1 for ready reference.


(P.P. MITRA)

CHIEF LABOUR COMMISSIONER(C)

To
As per list attached.