

ANNEXURE-II

SPECIMEN COPY OF THE LIMITED TENDER ENQUIRY DOCUMENT TO BE SENT TO THE SECURITY AGENCIES ON THE LETTER HEAD OF REGIONAL CENTRE.

F- 441-1/2012/NIOS/RC-Kol/Security Service/4

Dated: 21st Sep,2015

TO,

SUBJECT: LIMITED TENDER ENQUIRY FOR PROVIDING OF SECURITY SERVICES.

Sir/Madam,

Regional Director, NIOS Regional Centre, Kolkata on behalf of NIOS invites limited tender enquiry from the reputed Agencies/Firms on the enclosed prescribed proforma duly filled in and complete in all respect, accompanied with requisite EMD of Rs.5,000/- (Rupees five thousand only) put together in an envelope superscribed”**Tender for providing of Security Services**”.

The deployment of the Security Guard(s) will be at the NIOS Regional Centre,**10/1/H Diamond Harbour Road,Kolkata -700027.**

The Security Guard(s) shall be required to work on all the days including all closed days/Gazetted Holidays//National Holidays -24 hours a day for round the clock duty.

The Firm/Agency who accepts all the clauses & terms and conditions of tender document appended at **Enclosure-I** may apply in two bid system (Technical and Financial bid) in sealed envelop superscribed as “Tender for providing of Security Services” accompanied with a Demand Draft of Rs. 5,000/- (Rupees five thousand only) in favour of the Secretary, National Institute of Open Schooling payable at Kolkata towards EMD to the undersigned latest by 16th October 2015 positively. The Technical Proforma and Financial Bid Proforma is appended at **Enclosure-II & III** respectively.

Yours sincerely,

Regional Director

TERMS AND CONDITIONS OF THE TENDER FOR PROVIDING OF SECURITY SERVICES

The Firm/Agency shall be required to fulfill the following conditions:

1. The Security Agency will furnish to the NIOS Regional Centre Kolkata the documentary proof for the medical fitness and police verification of character and antecedents of the Security Guards to be deployed at the NIOS Regional Centre Kolkata.
2. In case of Ex-servicemen, the Security Agency will provide necessary documentary proof to the NIOS Regional Centre Kolkata.
3. The Security Guards will wear proper uniform on duty and will be smartly turned out always. Security Guards with dirty and/or mutilated uniform will not be permitted in any case. The agency concerned will submit in writing the dress to be provided by them, separately for Summer as well as for Winter, for their men performing duty at NIOS Regional Centre Kolkata.
4. All the Security Guards on duty at the NIOS Regional Centre Kolkata should be properly equipped with the gun, baton/lathi, whistles, torches and other necessary equipments required for the watch and ward duty.
5. Number of Security Guards to be deployed are subject to decrease or increase as per the Security needs of the NIOS Regional Centre Kolkata. Security Agency must have arrangement of Lady Security Guards also which can be requisitioned by NIOS Regional Centre Kolkata at the time of need.
6. The Security Agency shall provide personnel for complete continuous Security service round the clock i.e. 24 hrs by changing in rotation or replacement subject to the provision that such person does either 8.00 hrs. OR 12.00 hrs. duty daily at the NIOS Regional Centre Kolkata with an exception of their weekly offs.
7. The Security Agency will provide requisite Identity Card/badge and other necessary Identification marks to the Security Guards and NIOS related information.
8. On special occasions VIPs visit to the NIOS Regional Centre Kolkata and large gathering of candidates of NIOS Regional Centre Kolkata the Security Agency will provide additional number of Security Guards to the NIOS Regional Centre Kolkata, as may be demanded, for casual/ specified duty, on short notice, wherever required.
9. The Security Agency while making payment to its Security Personnel will also give a pay slip duly signed by its representative giving details of payments made & deductions for EPP and ESI, etc.
10. The Security Agency shall deploy Security Personnel duly trained in fire- fighting or arrange for such training at his expenses within 15 days from the date of award of contract or engagement of Security Personnel. Mock exercise shall also be arranged by the Security Agency periodically in this regard.

11 The Security Agency will be directly responsible for payment to their Security Personnel, the wages, provident fund, bonus or any other benefits in accordance with the provision of relevant Acts, Rules and Regulations applicable in the West Bengal.. The NIOS REGIONAL CENTRE Kolkata shall not entertain any such claim of the Security Personnel employed by the Agency directly.

12 The Security Agency shall make payment of wages by cash or cheques to his Security Personnel engaged by it 7th of the following month in the premises of the NIOS REGIONAL CENTRE Kolkata. Wages should be according to Minimum Wages Act and other Statutory Acts applicable in the West Bengal. NIOS REGIONAL CENTRE Kolkata reserves the right to check periodically payment of wages made by the Security Agency to the Security Personnel. The payment by the Security Agency to its staff including extra manpower, whenever deployed, should be done on pre defined date in one go in the presence of authorized official duly nominated by the Regional Director, NIOS Regional Centre Kolkata.

13 The Security Agency shall, at their own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to NIOS REGIONAL CENTRE Kolkata and shall comply with the statutory provisions of relevant Contract/Labour (Regulation & Abolition) Act, 1970, the Private Security Agencies (Regulation) Act, 2005, Employees State Insurance Act; Workman's Compensation Act.1923; Payment of wages Act,1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1950; The Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer's Liability Act,1938, Employment of Children Act, 1938 and or any other rules/ regulations and/ or statutes and may be applicable to them and shall further keep the NIOS REGIONAL CENTRE Kolkata indemnified from all acts or omission, fault, breaches and / or any claim, demand; loss; injury and expense arising about from the compliance of the aforesaid statutory provisions. Security Agency's failure to fulfil any of the obligation hereunder and /or under the said Act, rules/ regulations and or any bye-laws or rules framed under or any of these, the NIOS REGIONAL CENTRE Kolkata shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Security Agency's monthly payments.

14 The Security Agency should comply with the provisions of various Labour Laws applicable in West Bengal in respect of the personnel deployed by the Agency at its cost, wherever applicable. The Security Agency shall be required to obtain and produce an attested copy of labour license from Govt. of India/State Govt. Insurance and accident risks of the works will be the responsibility of the Agency.

15 All Security Guards deployed at the NIOS Regional Centre Kolkata office must satisfy the following requirements as per the section 10 of Private Security Agencies (Regulation) Act, 2005:

- (a) He/She be a citizen of India or a citizen of such other country as Central Govt. may by notification, in the official gazette, specify.
- (b) He/She has completed 18 years of age, but has not attained the age of 65 years.

- (c) He/She satisfies the Security Agency about his character and antecedents.
- (d) In case of male Security Guard, his height should not be less than 160cms and in case of female Security Guard it should not be less than 150cms .
- (e) He/She should be atleast 10th class Pass and should be able to understand, read and write English, Hindi and Roman numbers.

16 Security Agency shall rotate the duty of Security Guards in the NIOS Regional Centre Kolkata building and ensure that a proper duty roster register is maintained & produced before the Regional Director, NIOS Regional Centre Kolkata as and when asked for.

17 The Security Agency shall provide the required no. of Security Personnel whose daily attendance would be marked in the Attendance Register which will be available with the Regional Director. In the event of Security Personnel, found to be absent/ short in number than the number deployed on any day, a suitable penalty as deemed proper by NIOS REGIONAL CENTRE KOLKATA would be imposed on the Security Agency.

II GENERAL CONDITIONS

18 (a) This agreement is entered into on a principal-to principal basis. Nothing in this agreement creates any other relationship between NIOS REGIONAL CENTRE Kolkata & the Security Agency including any relationship or partnership, agency, trust, joint venture or otherwise;

(b) The contract/agreement shall be valid initially for a period of one year from the date of issue of letter to the Security Agency. However, the contract can be extended further with mutual consent only on Outstanding/Excellent performance of the services of the Security Agency for a further period of two years on the sole discretion of the Regional Director, NIOS Regional Centre Kolkata.

(c) The Security Agency must have proper license/permission from the concerned authorities, wherever applicable, and shall comply with the provisions relating to Labour Laws, Private Security Agencies (Regulation) Act, 2005/DGR, Income Tax/Service Tax, etc. from time to time.

(d) The Security Agency shall, in no case, sub contract/assign the services, which it is required to perform under this agreement, assigned to any other Agency or person without prior written permission from the Regional Director, NIOS Regional Centre Kolkata.

(e) The Security Agency on its behalf shall authorize & nominate a person for over all supervision of the Security service and for keeping liaison with NIOS Regional Centre Kolkata.

(f) The Security Agency, on its own, shall arrange to carry out surprise checks in the buildings of the NIOS Regional Centre Kolkata both during day and night in order to keep a vigil on their Security Guards and for having the Security of good standard.

(g) Security Personnel who are medically fit and are verified by the police shall be deployed at the NIOS Regional Centre Kolkata, satisfying all other aspects stated above & elsewhere.

III STAFF REQUIREMENT, THEIR DUTIES, BEHAVIOUR, ETC.

19 (a) The Security Agency shall comply with all the rules, laws and regulations applicable in respect of personnel deployed by it to NIOS REGIONAL CENTRE Kolkata.

(b) The Security Agency shall ensure that its personnel are polite, courteous, well mannered, honest and healthy.

(c) The Security Personnel deployed by the Security Agency shall not disturb the employees at the NIOS Regional Centre or make any sort of disturbance or noise, pollution in the vicinity of the premises or rooms of Regional Centre Kolkata.

(d) The Security Personnel engaged by the Security Agency shall be fully responsible for any theft, burglary, fire or any other eventuality causing damage or loss to the NIOS Regional Centre Kolkata and any loss/damage in spite of precautions taken by the Security Agency would be the responsibility of the Agency.

(e) The Security Personnel deployed by the Security Agency shall not smoke; consume liquor or any other drugs in the premises of NIOS Regional Centre Kolkata.

(f) The Security Agency's workers shall not enter into any unlawful activity within the NIOS Regional Centre Kolkata premises and shall maintain good moral character and decent behavior.

(g) Security personnel should be conversant with fire fighting equipments and their operation. They will be responsible for fire fighting operations during and after office hours on working day as well as on holidays.

(h) The Security Agency shall ensure that all workers of the Security Agency are free from infectious diseases.

(i) The Regional Director, NIOS Regional Centre Kolkata reserves the right to order any worker of the Security Agency to leave the premises of the NIOS Regional Centre Kolkata if his presence at any time is felt undesirable.

(j) No body will be allowed to stay in the office except the staff of Security Agency on duty.

IV. TERMS OF PAYMENT

20. The Security Agency shall raise monthly bill in the name of the Regional Director, NIOS Regional Centre Kolkata and submit the same to the Office of the **Regional Director, NIOS Regional Centre, 10/1/H Diamond Harbour Road, Kolkata -700027** alongwith the proof of depositing of amount of Security Guards deployed at the Regional Centre for ESI, PF and Service tax to the concerned Authorities together with Photocopy of the monthly attendance sheet duly verified by the authorized Office of the Regional Centre. The Security Agency shall produce

documentary proof of payment made to Security Guards by 10th of every month for the preceding month.

V. SECURITY DEPOSIT

21. The Security Agency shall be required to deposit a Security equivalent to 10% of the approximate annual value for the item in the form of Bank Guarantee pledged in favour of Secretary, NIOS Regional Centre, Kolkata for a period of not less than 18 months from the date of placing the order to the Security Agency. The said Security deposit shall stand forfeited in case of any default, deficiency of service or breach of contract on the part of the Security Agency.

VI. PENALTY CLAUSE

22 (a) The Regional Director, NIOS Regional Centre Kolkata shall have the right to impose such penalty as it deems fit on the Agency or deduct such amount from its Security deposit in case of NIOS Regional Centre Kolkata being put to any financial loss directly or indirectly by any act of omission or commission on the part of the Security Agency or their Security Personnel.

(b) If the services rendered by the Security Agency are found to be unsatisfactory at any stage, a penalty @ 5% to 10% of monthly bill due shall be imposed for default in performance. Exact penalty will be decided/ imposed by the Regional Director, NIOS Regional Centre Kolkata considering the nature & gravity of the default. The Regional Director, NIOS Regional Centre Kolkata shall be at liberty to take other such actions against the Security Agency as deemed fit and proper.

VII. NOTICE OF TERMINATION OF CONTRACT

23. The contract can be terminated by either party by giving one month's notice in writing.

VIII. ARBITRATION

24. In case of any dispute between the Security Agency and NIOS Regional Centre Kolkata arising out of or in relation to the agreement, the dispute shall be referred to a Sole Arbitrator to be appointed by the Regional Director of NIOS Regional Centre Kolkata on behalf of NIOS and the decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration shall be governed by the provisions of the Indian Arbitration Act 1996.

IX. JURISDICTION

25. The Courts of Delhi will have jurisdiction over all legal disputes under this agreement.

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TENDER FORM FOR PROVIDING OF SECURITY SERVICES**TECHNICAL BID**

The Regional Director,
 NIOS Regional Centre,

SUBJECT : TENDER FOR PROVIDING OF SECURITY SERVICES.

Sir,

After having gone through the tender document and terms and conditions of the tender on the subject cited above, I/We M/s _____ hereby agree to abide by the terms and conditions therein.

Sl. No.	Particulars to be given with Documentary proof by the Security Agency/Firm	Status(to be filled by the the Security Agency/Firm) enclosing therewith copy of proof.
1	Name of the Security Agency/Firm	
2	Year of Incorporation of the Firm/Agency(Attested copy of certificate of Registration should be enclosed)	
3	Length of experience in years	
4	No of Security personnel available on roll with the Security Agency/Firm	
5	Details of experience of having provided Security Services in Govt./Semi.Govt./reputed organizations (List with names, designation & telephone numbers of the authority should be enclosed)	
6	Whether labour License under relevant Act from Govt. is obtained. If so, please attach a copy thereof)	

7	Annual Turn over of the Firm/Agency in Lakhs of Rupees 1. 2011-12 2. 2012-13 3. 2013-14	
8	Employee P.F Registration No.(Attested copy should be enclosed)	
9	ESI Registration No.(Attested copy should be enclosed)	
10	Income Tax Clearance Certificates (Attested copy should be enclosed)	
11	Services Tax Registration Certificate(Attested copy should be enclosed)	
12	Whether registered with Directorate General of Resettlement	
13	Type of Establishment Whether Govt./ Semi Govt./Limited/Private Limited./Private	
14	Present assignment in hand (please give name of the office)	
15	An EMD in the Shape of Demand Draft No.-----dated ----- Drawn on -----for Rs. 5000/- (Rupees five thousand only) in favour of the Secretary, National Institute of Open Schooling Regional Centre Account, í í í . is enclosed.	

Signature of the Tenderer/Authorized Signatory
Name of the tenderer -----

Address of the Tenderer-----

Seal of the Firm:
Telephone No/ Mobile No.-----

FINANCIAL BID

TENDER FOR PROVIDING OF SECURITY SERVICES

S.No	Description	Amount (Per month, per Guard)
01	Rate for providing of Security Guard for 8 hrs. duty, per guard including PF, ESI, Service Tax, Service Charge, other statutory benefits, etc.	Rs.
02	Rate for providing of Security Guard for 12 hrs duty per guard including PF, ESI, Service Tax, Service Charge, other statutory benefits, etc.	Rs.

The tenderer has to provide rate breakup of above quoted rates. Any tenderer not providing rate breakup will liable to be rejected.

I/We have gone through the terms and conditions as enumerated in the tender document for providing of Security Services. I/ We agree to abide by all the terms and conditions contained therein and quote our lowest rates in the respective columns of this form.

We hereby undertake that our Agency/Firm will comply to the Minimum wages norms fixed by the Govt. as on date.

Signature of the Tenderer/Authorized Signatory

Name of the tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----