



Indira Gandhi National Open University

Regional Centre Saharsa

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F.NO.: IG/RC-86/Security Agency/15/.....

Date:/...../2015

NOTICE INVITING TENDER

ANNUAL CONTRACT FOR SECURITY SERVICE

Sealed tenders are invited under two Bid system (as enclosed **Part-I**: Technical Bid and **Part-II**, Financial Bid) **Annexure-I** (General Rules & Guidelines) & **Annexure II** (Agreement) from security agencies with annual turnover of Rs. 25 lakhs and more for security service, holding and license under Contract Labour (Regulation & Abolition) Act. 1970, registered with EPFO, ESIC, having Service TAX registration and successfully carried security contracts of 150 or more security guards: consisting of ex-servicemen/properly trained civilian security personnel and security supervisors during the last 3 years in Govt./Semi Govt./Central Autonomous bodies and institutes.

Detailed Tender document can be obtained against a written request quoting Advt. No. accompanied by a crossed demand draft for Rs. 500/- from any scheduled bank drawn in favour of IGNOU, payable at Saharsa.

1. Sale of tender document 14/10/2015 to 09/11/2015 (02:00 PM)
2. Cost of Tender document Rs. 500/- to be paid by D.D. only (No cash will be accepted)
3. Last date and time for submission of Tenders, Up to 09/11/2015 3:00 PM
4. Date and time of Tender opening (Only technical Bid), 09/11/2015 03:30 PM
5. Date and time of Tender opening (Only Financial Bid), 10/11/2015 11:00 AM.
6. Earnest Money Deposit (EMD) to be submitted along with the Technical Bid Rs. 10000/- (2% to 5% of total payment bill value as per GFR-157(i)& University Finance Code)
7. Offer by Fax/E-mail will be summarily ignored/rejected. This advertisement and detailed tender documents are also available on IGNOU website: www.rcsaharsa.ignou.ac.in/www.ignou.ac.in. If the tender document is downloaded from the website, please enclosed the cost of the Tender document (Rs. 500/-) in the form of a Demand Draft in addition to EMD.

The IGNOU reserves the right to accept/reject any or all the tenders without assigning any reasons what so ever.

Regional Director

**Indira Gandhi National Open University
Regional Centre Saharsa**

M/s

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Subject: Calling of quotation for Security Services and General Guidelines to the tenderer.

Sealed tenders are invited under two Bid system (as enclosed **Part-I**: Technical Bid and **Part-II**, Financial Bid) **Annexure-I** (General Rules & Guidelines) & **Annexure II** (Agreement) from security agencies with annual turnover of Rs. 25 lakhs and more for security service, holding and license under Contract Labour (Regulation & Abolition) Act. 1970, registered with EPFO, ESIC, having Service TAX registration and successfully carried security contracts of 150 or more security guards: consisting of ex-servicemen/properly trained civilian security personnel and security supervisors during the last 3 years in Govt./Semi Govt./Central Autonomous bodies and institutes.

The general instructions are as under:-

1. Sealed tenders in prescribed form (Part-I & Part-II) duly filled in shall be accepted through Tender Box placed in the office of the Regional Director, IGNOU Regional Centre Saharsa up to **09/11/2015 03:00 PM**.
2. Tenders will be opened at **03:30 AM** on **09/11/2015** in the RC by a Tender Opening and Evaluation committee constituted for this purpose in the presence of tenderers and/or their representative who may like to be present on given date and time.
3. The tender form must be clearly filled in ink legible or typed. The tenderer should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there is a difference of amount in words and in figures, amount mentioned in words shall be treated correct and final. Alternations unless legibly attested by the Tenderer shall be disqualified and rejected. Tender document, must be duly signed by the Tenderer himself, or his authorized signatory. The forwarding letter and attested copies of the following documents are required to be submitted along with the tender:
 - a) DGR Registration No. or copy of Communication i.e. sponsorship letter issued by DGR as a proof.
 - b) Service Tax No. with copy of service tax registration.
 - c) EPF Number with copy of EPF registration.
 - d) ESIC Registration No. with copy of ESIC Registration.
 - e) PAN allotted by the Income Tax Department with copy of the latest income Tax Return indicating turnover of the company for previous financial year.
 - f) EMD Rs. 10000/- by way of Demand Draft of any Nationalized Bank in favour of IGNOU payable at Saharsa (Refundable till the finalization and award of tender to one of the Tenderer).

The tender will not be entertained in the absence of any of these documents.

4. List of clients with Satisfactory Performance Certificate issued by various organizations where such type of work/jobs are being executed presently/have been performed by the contractor earlier, must be enclosed in support of credibility of the company.
5. The rate quoted should be inclusive of and in accordance with the provisions of Minimum Wages, Act. DGR guidelines on the subject, Contract Labour Act, and other statutory provisions

like Provident Fund Act, ESIC, Bonus, HRA, Gratuity (as applicable), Leave, Uniform Allowance etc.

(Quoting less, violation of Minimum Wages Act, DGR guidelines, Contract Labour Act, Govt. of India, Ministry of Labour and Employment Order and other statutory provisions shall be liable for disqualification and such tenders shall not be considered and rejected summarily without assigning any reasons. No communication will be entertained in this regard)

6. Payment of salary and arrears etc to the staff hired by the agency to perform the duties at IGNOU shall be done by the agency through Account Payee cheque/Electronic Transfer only details having of contribution/deduction regarding ESI, EPF etc.
7. Every paper of the tender should be signed by the Tenderer with seal of Agency/Firm.
8. The following information must be accompanied with the envelope:
 - a) Tender Notification No.
 - b) Tender for security services
 - c) Name of the firm
 - d) Last date of the tender
 - e) Forwarding letter indicating clearly the list of enclosures as given in Para 3 above.
9. The tenderer should take care that the rates be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
10. **The agency shall have to deposit Rs. 10000/-** as earnest money deposit (EMD) (2% to 5% of total payment bill value as per GFR-15(i) & University Finance Code) by way of Bank Draft of a Nationalized Bank in favour of IGNOU. No cash will be accepted. The amount of EMD should not bear any interest whatsoever, which will be refunded (Original Draft) to the unsuccessful Tenders after award of the work.
11. **The successful tenderer shall have to deposit (5% to 10%)** security deposit in the form of Bank Draft/Bank Guarantee of a Nationalized Bank in favour of IGNOU within 30 days after the offer letter is received by the successful bidder/Agency otherwise the award letter will be treated as cancelled. The amount of security deposit will not bear any interest what so ever.
12. The agency must have Labour Department Registration/License issued by the office of Central Labour Commissioner (Central) Curzon Road, New Delhi or the agency will have to obtain the license Registration with above mentioned office under the University, Registration number, within stipulated time for the compliance of relevant labour law.
13. The University shall deduct Income Tax, surcharges and Education cess if any at source under section 194-C of Income Tax Act. 1961 from the contractor at the prevalent rates of such sum as income tax on the income comprised there as per instructions issued by Govt. of India from time to time.
14. The Service Tax as imposed by the Govt or as levied form time to time will not be reimbursed as it is not applicable to IGNOU as per circular No. IV (16)HQ/Tech/208/ST/2013/9226 dated 08/05/2014.
15. Term and conditions given in Annexure-II as agreement will govern the entire security operations, which the successful tender shall have to abide by during the period of contract.
16. 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. However the validity of the panel will be for the period of the award of contract to the first panellist 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 declines to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be black listed.
17. The University reserves the right to cancel/reject full or any part of the tender which tenderers do not fulfil the condition stipulated in the matter.

18. Tender once submitted, it would be presumed to have understood and accepted all the terms and conditions given in Annexure I & II No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
19. Any Act on the part of the tenderer to influence anybody in the University is liable for rejection of his tender.
20. The tenderer shall abide by the provisions of the Ministry of Labour and Employment, Govt. of India order No. 1/7(6)/2008-LSII dated 27.10.2008, Minimum wages Act 1948/DGR guidelines on the subject, the contract Labour (R&A) Act 1970. Security Guards Regulation Act 1981 and other Labour laws applicable to him from time to time.
21. Quotation must be unconditional. An alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected.
22. The contractor shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner.
23. Tenders not conforming to these requirements shall be rejected outright and no correspondence thereof be entertained what so ever.
24. Performance Evaluation:
 - a) The quality assurance of the security services would be ensured regularly (daily, Weekly, fortnightly or monthly depending upon the discretion of the University of the basis of the periodical reports furnished by the officials assigned for this task by the University.
 - b) The Contractor and all his staff deployed for security work will work under the supervision of the officials assigned for this task by the University.
25. 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, interest of University will be paramount and in this regard the decision of the University shall be final.
26. The selected party (Security services agency) shall have to provide the proof of deposit of ESIC, EPF to the individual account of the staff deployed each month and also to submit copy of annual return giving complete list with all the details of individual EPF contribution with their EPF number.
27. Contract will be valid for a period of two years, which may be extended for further period up to a maximum of two years on satisfactory performance report as per terms given in Annexure-II (Agreement).

Regional Director

PART-I TECHNICAL BID

(Quotation Tender Form)

(Cost of tender document of Rs. 500/- to be paid in the form of DD in favour of IGNOU)

INFORMATION OF TENDERER FOR PROVIDING SECURITY SERVICE

1. Brief Bio data with check list of the Tender (Please enclosed separately as per part 1A &1B)
2. Name, Address with Telephone Number of the Firm/agency

3. DGR Registration Reference

4. Name, Designation, Address and Telephone Number of Authorized person of the Firm/agency

5. Please specify as to whether Tenderer is sole proprietor/Partnership firm.

6. PAN number & Income TAX return of 2013-14 showing more than 25 Lakh turnover

7. Service Tax Registration No. _____
8. Provident Fund Account Number _____
9. ESI Registration Number _____
10. Licence Number under Contract Labour (R&A) act _____
11. Details of earnest money deposited
 - a) Amount Rs. _____
Rs. (in word) _____
 - b) Bank Draft/Pay order _____
 - c) Date of issue of BD/PO _____
 - d) Name of Issuing Authority _____
12. Details of experience in the relevant field. (With full details of the organization where such services was performed along with copies of the satisfactory report

13. Any other information
14. Declaration by the Contractor

This is to certify that I/We being signed this tender have read and fully understood all the terms and conditions herein and undertake myself/ourselves abide by them.

Date:

Place:

(Signature of Tenderer)

Name:

Designation:

Address:

Phone (O):

Phone (R):

INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Regional Centre Saharsa

TENDER FORM FOR PROVIDING SECURITY SERVICES

Affix duly
Attested PP Size
Photograph of
the Tenderer

1. Brief Bio data of the Tenderer (Please enclose separately) _____
2. Name, Address with Telephone Number of the Firm/Agency _____

3. Name, Designation, Address and Telephone Number of Authorized person of the Firm/agency

4. DGR Registration Reference (Please Enclose the copy)

5. Please specify as to whether firm is sole proprietor/partnership firm.
 - a) _____
 - b) _____
 - c) _____
6. PAN Number & Income TAX Return of current financial Year 2013-14 showing more than 25 Lakh turnover _____
7. Provident fund account number _____
(Please enclose the copy)
8. ESI registration number _____
(Please enclose the copy)
9. Service Tax Number (please enclose the copy) _____
10. License Number under Contract Labour (R&A) Act, (please enclose the copy)

11. Details of earnest money deposited
 - a) Amount Rs. _____
Rs. (in word) _____
 - b) Bank Draft/Pay order _____
 - c) Date of issue of BD/PO _____
 - d) Name of Issuing Authority _____
12. Details of experience in the relevant field

13. Any other information
14. Declaration by the Contractor

This is to certify that I/We being signed this tender have read and fully understood all the terms and conditions herein and undertake myself/ourselves abide by them.

Date:

Place:

(Signature of Tenderer)

Name:

Designation:

Address:

Phone (O):

Phone (R):

PART-II FINANCIAL BID

(Quotation Tender Form)

To be filled in properly, legibly and submitted in a separate sealed envelope marked as Financial Bid.

1. Quotation/Rates (Minimum wages/DGR/Govt. guidelines to be kept in mind)

S No.	Description	Security Guard (Civilian trained/ Experience)	Security Guard (Ex-Man)	Head Guard Armed Guard (Ex-Man)	Security Supervisor (Ex-Man)
1.	Basis Minimum wages indicating VDA				
2	ESI				
3	EPF				
4	Bonus				
5	Gratuity/Terminal/Benefits				
6	HRA				
7	Uniform & Washing Allowance				
8	Total				
9	1/6 Reliving Charge (Weekly off national Holidays other Holidays)				
10	Cost per head				
11	Service Charge				
12	Grand Total				
13	Service TAX				
14	Any other charges				

2. Any other information _____
3. Name and Designing of the Authorized Signatory.
4. Telephone Nos. of the office/Mobile No./Fax No./E-mail
5. Declaration by the Contractor

It is to certify that I/we before filling & signing this PART-II tender document have read and fully understood in the Annexure-I (General Guidelines, Annexure-II (Agreement and terms & condition) of the Contract and undertake myself/ourselves to abide by them.

Date:

Place:

Signature of the Tenderer with Seal

Name

Designation

Address

Phone No. Office

Residence

Phone No.

Mobile No.

Email No.

Fax No.

SECURITY AGREEMENT

This Agreement is signed on the ___ day of _____ 2015 at New Delhi.

BETWEEN

Indira Gandhi National Open University (IGNOU), a Central University established under an act of Parliament Act No. 50 of 1985 having its headquarters at Maidan Garhi, New Delhi-110068, represented by the Registrar (Administration), (hereinafter referred to as "University", which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successor and assignees) of ONE part.

AND

_____, _____ a _____ (Company/Firm/Proprietorship/Society) Incorporated/registered under _____, having its registered office at _____ and being represented through its authorized signatory _____, (Authorized by the BOD Resolution dated _____ or by a General Power of Attorney dated _____) (hereinafter referred to as the "Contractor", which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assignees) of the OTHER Part.

IGNOU and _____ shall be individually referred to as Party or collectively as "the Parties".

Whereas, the IGNOU desirous of availing the services of Security Agency for the purpose of carrying out the security services effectively at _____ issued Open Tender No. ____ dated _____.

AND WHEREAS, the Contractor engaged in the business of providing Security Services through its own properly trained personnel pursuant to the aforesaid tender have agreed to abide by all the conditions recorded herein and mentioned in tender document and have offered to provide the Security Services, as per instructions of IGNOU.

NOW THEREFORE, this Agreement witnesses and parties hereto mutually agree as follows:

1. M/s _____ hereby agrees to provide Security Services in IGNOU as per requirement of the IGNOU from time to time at such location and at such rate for approximately such time as is herein stated:
2. The Contractor shall provide total ____ Security Personnel (as on date) including Supervisor, Assistant Supervisor/Head Guard, Armed Guard./Gunman including lady Guard, Searchers, Supervisor (hereinafter referred to as "Security Personnel", as per the deployment chart enclosed herewith as Annexure ____ to this Agreement.
However, the number of Security staff may increase or decrease depending on the requirement of the IGNOU from time to time, which will be communicated to the Contractor by the concerned officer of the University from time to time.
3. The Contractor shall immediately furnish to the IGNOU Movement Order along with the duly signed Bio-data with photograph and the police verification reports of all the Security Personnel posted, within a period of 15 days from the effective operation of this Agreement.
4. The Contractor will also provide security guard-cum-drivers as demanded by the chief Security Officer having valid LMV license and knowledge of Delhi roads and experience.
5. The Contractor shall engage personnel who are medically fit. They should be free from all infection/diseases. The contractor shall get his employees medically examined before deploying them at the IGNOU.
6. The Contractor shall not deploy any person below the age of 18 years.
7. The Security Personnel provided shall be properly dressed and will wear full uniform with ID cards duly displayed while on duty and remain alert during the duty hours.
8. The contractor shall ensure that the Gunmen deployed by him hold valid licenses for the use of fire arms. The legal implications for use of such arms shall rest with the contractor.

9. The Contractor, at his cost will provide all materials/equipments required for day to day security including Lathies, Whistle, Torches, Uniform, Arms and ammunitions to the Gunmen and other equipments etc. as are required for the effective performance of their security duty. The Contractor shall maintain these items to the satisfaction of the IGNOU.
10. The Contractor will ensure that the Security Personnel provided by him under the Agreement are trained in fire fighting operations. The Security Personnel provided by the Contractor 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.
The Contractor shall conduct mock exercise in fire fighting every quarter at his expenses, so as to keep his staff acquainted with latest fire fighting techniques and also to ensure that the fire fighting equipments are in working condition.
11. The Contractor will ensure that the Security Personnel provided will not form any links or join association of IGNOU employees in any manner whatsoever.
12. The Contractor and its 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) within the premises of the Regional Centre Saharsa.
13. The Contractor 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 Contractor.
14. The Contractor shall also be responsible for all losses/damages to the IGNOU's property under their charge or to the property specifically entrusted for safe custody to the personnel deployed by the Contractor. 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 Contractor. In cases of any loss/damage/complaint, joint enquiry will be conducted by the IGNOU and the Contractor, and report will be submitted to the Chief Security Officer IGNOU for further action.
15. The Contractor shall ensure opening and proper locking of all rooms of IGNOU. Security Personnel will keep all the keys in their safe custody in respective building and central key Room. They will issue key to the authorized person under a procedure after maintaining proper records in the register under control of security supervisor of the University on duty.
16. 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 Contractor will be fully responsible for their conduct.
17. The Contractor and the Security Personnel deployed by him shall not divulge to the outsiders any information about the equipments installed in the IGNOU, about the employees of IGNOU as well as about the activities of the IGNOU.
18. Contractor 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 Contractor except that the University shall be 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.
19. The Contractor shall maintain a register for marking the attendance by security personnel deployed by him, which shall be seen/ verified by the IGNOU authority, regularly.
20. The Contractor 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 27 X 7 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 University Security Supervisor on duty or with the permission of Chief Security Officer). 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 contractor in relation to the Security Personnel deployed by him.

21. The Contractor 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.
22. Contractor 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 Contractor or the Security Personnel concerned or any other person in respect of any such change and replacement required by the concerned officer of the IGNOU.
23. The Security Personnel deployed by the Contractor under this Agreement 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 Contractor will not change the Security Personnel once deployed by it in the IGNOU without prior written permission of the concerned officer of the IGNOU.
24. The contractor shall be solely responsible for all the claims of his employees and the employees of the contractor shall not make any claim whatsoever against the IGNOU.
25. Contractor will provide ESI and EPF facility to its entire Security personnel posted in IGNOU.
26. The Contractor should get the security clearance by the State government Authority both for his security agency and the persons deployed by him whenever required.
27. In consideration of the obligations undertaken by the contractor under the agreement, the IGNOU shall pay the Contractor charges on the basis of the number of such security personnel actually deployed by the contractor for the effective operation of this Agreement as per the deployment mentioned in the Annexure ___ on the rates quoted by the contractor in their Tender and based on the direction and guidelines issued by the Govt. (i.e. Ministry of Labour & Employment and DGR) and the contractor shall pay the persons engaged by him under this contract as per the guidelines issued by the Ministry of Labour & Employment/DGR.

TABLE to be inserted _____

28. The rates/charges for security personnel shall be revised suitably as and when there is an increase in the minimum wages by the Ministry of Labour & Employment/Central Govt./DGR during the validity of contract effective from notified date.
whenever minimum wages are increased by the Govt./Ministry of Labour and Employment/DGR the Contractor will first make the payment of increased wages to the Security Staff from effective dates and claim after the payments are made in the subsequent bill with the copy of the relevant orders as issued by the Govt. of India.
29. The wages have to be paid by Account Payee Cheque/Electronics Transfer giving details of deduction of ESI and EPF to each individual as a pay slip.
30. The Contractor 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 contractor fails to do so, the amount towards ESI and EPF contribution will be withheld till submission of required documents.
31. The documents will be verified and certified by the University staff assigned for this purpose from the original documents. If the contractor fails to do so, his bill for the next month will not be processed for payment. contractor will also enclose the Acquaintance roll with their bill for previous month, which will also be verified and certified by the University from the original document to ensure that proper wages have been paid to the guards.
32. The contractor shall submit his bill along with the documents herein above mentioned to the University within first week of every month which shall be cleared within 03 weeks but contractor will distribute the Salary to Security Personnel by 10th of every month, even if there is some delay in processing the bill files at the University level due to any reasons.
33. The contractor shall be solely responsible for timely payment of the wages and/or dues to the Security Personnel deployed by him at IGNOU.
34. The Contractor will undertake to pay the approved wages to the persons sponsored by them. However, if any employee of the Contractor lodges a complaint with the IGNOU for non-payment of wages by the contractor, the contractor will have to explain to the IGNOU the valid reasons for the same within 7 days from the date of inquiry from the IGNOU as to why the payment has not been made to the individual. If the IGNOU is not satisfied with the reason given by the contractor, the IGNOU shall make the payment to the individual and recover the required amount from the contractor's bill.

35. Terms of Payment:

- i. 100% payment shall be made to the contractor through and account payee check only after showing the proof for having made disbursement by 10th 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 Contractor has rendered the services to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.
- ii. The IGNOU shall pay to the contractor, charges on the basis of number of such personnel actually deployed by the contractor for the effective operation of this Agreement.
- iii. The IGNOU will pass contractor'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 in unforeseen circumstances.

36. IGNOU will deduct Income Tax and Education Cess at source under Section 194-J of the Income Tax Act, 1961 from the contractor on the income comprised therein and other service charges, as per the instructions issued by Government of India from time to time.

37. Security Deposit/Performance Security:

- i. The Contractor will submit Security Deposit @ 10% of the value of the Contract in the form of DD/FDR/Banker's Cheque/irrevocable Bank Guarantee, drawn in favour of "IGNOU" Saharsa from a nationalized/commercial bank countersigned by the bankers, for satisfactory completion of the contract. The Performance Security shall remain valid for a period of ____ days beyond the date of completion of all contractual obligations of the contractor.
- ii. No interest shall be paid by IGNOU on the Performance Security.

38. Validity Period:

This agreement shall remain in force initially for a period of ____ year, which shall commence on _____ and shall expire on _____ and can be extended/renewed further for a period of _____ year on the terms and conditions as mutually agreed upon.

39. There is privacy of contract by and between the contractor and the IGNOU. The Security Personnel shall have no right to make any claim whatsoever against the IGNOU directly or indirectly.

40. The contractor 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, Sales Tax, Municipal Registration 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 Contractor, and it shall not involve IGNOU in any way whatsoever. However, the IGNOU will reimburse the statutory EPF/ESI that the contractor 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 only.

41. The Contractor shall be solely and exclusively liable to discharge all statutory and other liabilities in respect of the Security Personnel, provided to the IGNOU including but not limited to ESIC and EPF etc. The IGNOU shall have no liability whatsoever with respect to the aforesaid.

42. In every case in 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 contractor in execution of the work, the IGNOU will be entitled to recover from the contractor the amount of compensation so paid.

43. The Contractor shall abide by the provisions of the contract Labour (R&A) Act, 1970 and other Labour Laws, as applicable from time to time.

44. The contractor will provide a valid License under contract Labour Regulation Act, 1970 for engaging a minimum of ____ employees. The name, address and other particulars of the Contractor should exactly Registration/Certificates issued by various authorities. It is Contractor's responsibility to keep all the License/Registrations/ Certificates issued by various authorities valid during the period of registration. Contractor should produce all the renewed License/Registration/Certificates to the registering authority well before expiry.

45. 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.

46. The Security Personnel deployed by the Contractor shall perform their duties under the supervision of the Supervisor deployed by the Contractor will give daily progress report to the designated officer of the University.
47. It is clearly understood that the persons employed by the contractor 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.

48. Penalty:

- i. Any unjustified and unacceptable delay in providing required services 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 contractor.

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 contractor to recover the difference in cost.

- ii. Further, relevant clauses of the contract may also be invoked by IGNOU, in case of non-providing of service to the complete satisfaction of IGNOU. In such event Performance Security deposited may also be forfeited by IGNOU.

The decision of the IGNOU in this regard will be final. In case the contractor does not feel satisfied with the decision, he will be at liberty to approach Vice-chancellor, IGNOU. Decision of Vice Chancellor in this regard will be binding and no appeal will lie against his decision.

- iii. University will also have full right to impose suitable penalties upon the Contractor, as decided by the Registrar (Administration) 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 on duty, such guards will be marked as absent by the Supervisor and will immediately be sent back to contractor and contractor shall give its replacement. The concerned officer o University may also suspend such guards/Supervisor for suitable duration as deemed fit depending on his default involvement in discipline activities.

- 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 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/- 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 to Security Personnel than, what is actually payable to the contractor	Rs. 2000/- each individual 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)

49. Termination:

- i. IGNOU will be entitled to terminate this Agreement without assigning any reason at any time by serving a one month advance notice in writing to the contractor. 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 contractor, the agreement shall be terminated without giving any notice whatsoever, IGNOU shall not be responsible for any payment thereafter.

The decision of the University as to what constitutes failure of security services shall be final and binding on the contractor and shall not be questioned by him in any manner.

- iii. IGNOU shall also be entitled to terminate this Agreement without giving any notice in the event of any breach or violation by the contractor of any of the terms of this Agreement or in the event of any Security Personnel provided by the contractor having misconduct himself/herself in connection with the work of the IGNOU.

The IGNOU shall be sole judge as to what is against the interests 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 University under the Agreement shall cease to operate.

50. Indemnity:

The Contractor 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 Contractor or any of its Security Personnel deployed in the IGNOU.

The Contractor 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 Contractor's failure, omission negligence to fulfil any of its obligation hereunder and/ or Statutes and or by laws or Rule and Regulations formed there under:-

51. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provision. The remaining provisions of this Agreement shall remain in full force and effect, unless the the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

52. Notices:

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be writing in English and shall be personally delivered, or transmitted by registered mail with postage fully paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be give by each party to the other party in writing and in the manner herein before provided:

- i. **IGNOU: Registrar, Indira Gandhi National Open University
Main Campus, Maidan Garhi New Delhi-110068**
- ii. **M/s M/s**
.....
.....

If any notice, approval, consent and or other notification required or permitted to be give hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

53. Matters not provided herein:

If any doubt arises as to the interpretation of the provisions of this Agreement or as to the matters not provided herein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

54. Assignment/Amendment:

The contractor shall have no right to assign its obligations under this Agreement without a written approval and permission from the IGNOU to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

55. Headings:

The headings used in this Agreement are inserted for convenience/reference only and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

56. Survival of Right and Obligation:

Termination of this Agreement for any cause shall not release the Contractor from any liabilities which at the time of termination already accrued or which thereafter may accrue of any act or omission prior to such termination.

57. Representations And Warranties:

The parties hereby represent and warrants to each other that:

- i. It has the power and authority to sign this agreement, perform and comply with its duties and obligations under this agreement.
- ii. This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- iii. That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute a violation of:
 - a) Any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
 - b) Any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- iv. There are no actions, suits or proceedings pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this AGREEMENT and;
- v. No representation or warranty made herein contain any untrue statement.

58. Dispute Resolution & Jurisdiction:

In case of any dispute arising out of this Agreement, the same shall be resolved initially by mutual discussions between the parties within a period of 60 days failing which, only regular courts at Delhi/New Delhi will have jurisdiction to adjudicate upon the matter.

IN WITNESS WHEREOF, the parties hereto, have set their respective hands and seal, the day and year first hereinabove written.

For and on behalf of IGNOU
(Indira Gandhi National Open University)

For and on behalf of Contractor
(_____)

Name: _____

Name: _____

Designation : _____

Designation : _____

Address : _____

Address : _____

Date : _____

Date : _____

Signature of authorized official with stamp

Signature of authorized official with stamp

WITNESS:

WITNESS:

1. _____

1. _____