

Scope of Service

1. The Security Agency shall provide total of 03 security personnel (as on date) for round the clock security of IGNOU Regional Centre Darbhanga. Un-armed guards are hereby referred to as security personnel.
2. However, the number of Security staff may increase or decrease depending on the requirement of the Regional Centre from time to time, which will be communicated to the Security Agency by the concerned officer of the University from time to time.
3. The Security Agency shall engage personnel who are medically fit. They should be free from all infection / diseases. The Security Agency shall get its employees medically examined before deploying them at the Regional Centre.
4. The Security Agency shall not deploy any person below the age of 18 years.
6. 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.
7. The Security Agency shall ensure that the Gunmen deployed, if any, by it, hold valid licenses for the use of fire arms. The legal implications for use of such arms shall rest with the Security Agency.
8. The Security Agency, at its cost, will provide all materials/equipments required for day-to-day security including Lathis, Whistles, Torches, Uniform, Arms and Ammunitions to the Gunmen and other equipments etc.as are required for the effective performance of their security duty. The Security Agency shall maintain these items to the satisfaction of the IGNOU Regional Centre.
9. The Security Agency will ensure that the Security Personnel provided by it under the agreement are trained in fire-fighting operations. The Security Personnel provided by the Security 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. The Security Agency shall conduct mock exercise in fire-fighting every quarter at its own expenses, so as to keep the staff acquainted with latest fire-fighting techniques and also to ensure that the fire-fighting equipment are in working condition.
10. The Security Agency will ensure that the Security Personnel provided will not form any links or join association of IGNOU Regional Centre employees in any manner whatsoever.
11. The Security Agency and its Security Personnel shall take all necessary action as may be directed by the Regional Centre to prevent theft, pilferage, burglary, loss or damage of nay of the property (movable or immovable) within the premises of the Regional Centre and its warehouse.
12. The Security Agency and its Security Personnel shall be responsible for the security of property (movable or immovable), personnel and materials of the University on the premises of their deployment as well as security of boundaries, buildings, parks and official vehicles in the parking area, fittings and fixtures, stores and equipment, office records (including question papers and answer books). In discharging these responsibilities, the risk management of the Security Personnel is the responsibility of the Security Agency.
13. The Security Agency shall also be responsible for all losses / damages to the IGNOU's property under their charges or to the property specifically entrusted for safe custody to the personnel deployed by the Security Agency. Any loss or damage due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the Security Personnel will be made good by the Security Agency. In case of any loss / damage / complaint, joint enquiry will be conducted by IGNOU and the Security Agency, and report will be submitted to the Chief Security Officer IGNOU for further action.
14. The Security Agency shall ensure opening and proper locking of all rooms of IGNOU Regional Centre. Security Personnel shall keep the keys in their safe custody.
15. Key Room. They will issue key to the authorized person under a procedure after maintaining proper records

in the register of Duty under control of security supervisor of the University.

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 Security Agency will be fully responsible for their conduct.
17. The Security Agency and the Security Personnel deployed by it shall not divulge to the outsiders any information about the equipment installed in the IGNOU Regional Centre, about the employees of IGNOU Regional Centre, and about the activities of the IGNOU Regional Centre.
18. Security Agency shall be fully responsible for the Security Personnel deployed by it in the University in respect of the terms and conditions of their services, payments, attendance, medical care, disciplinary matters etc., who shall remain fully under the administrative, financial control and supervision of the Security Agency except that the University shall be sole arbitrator in respect of nature of the duties to be entrusted to and the manner or performance of their duties for the purpose of this Agreement.
19. The Security Agency shall maintain a register for making the attendance by security personnel deployed by him, which shall be seen / verified by the IGNOU authority, regularly.
20. The Security Agency shall provide weekly off / holidays to the Security Personnel deployed as per existing laws but it will be his responsibility to ensure uninterrupted services on all days on a 24X7 basis, No Security Personnel shall be deployed on double duty during consecutive duty timings. In case such deployment is noticed, it would be viewed seriously and may result in termination of the contract.
21. The number of duty hours per guard should be as per the provisions in the labour laws. The Security Personnel will be deployed on the rotational basis in three shifts and in no case their duty shall exceed 12 hours (four hours extra duty on the discretion of the IGNOU Regional Centre on duty or with the permission of Regional Director). However, reason for deployment of security personnel for 12 hours duty is to be justified on case to case basis to the Competent Authority. The observance of all the labour laws will be sole responsibility of the Security Agency in relation to the Security Personnel deployed by him.
22. The Security Agency shall be liable to make alternate arrangements in case of the absence of the Security Personnel, no extra payment shall be payable on this account.
23. Security Agency shall have to change over or replace Security Staff as and when required by the IGNOU whether or not such security personnel(s) are found guilty of any misconduct. It shall not be necessary for the IGNOU to assign any reason to the Security Agency or the Security Personnel concerned or any other person in respect of any such change and replacement required by the concerned office of the IGNOU, RC.
24. The Security Personnel deployed by the Security Agency 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 Security Agency will not change the Security Personnel once deployed by it in IGNOU Regional Centre without prior written permission of the Regional Director.
25. The Security Agency shall be solely responsible for all the claims of its employees and the Security Agency shall not make any claim whatsoever against the IGNOU.
26. Security Agency will provide ESI and EPF facility to its entire Security Personnel posted in IGNOU.
27. The Security Agency should get the security clearance by the State Government Authority both for its security agency and the persons deployed by it, whenever required.
28. In consideration of the obligations undertaken by the Security Agency under the agreement, the IGNOU shall pay the Security Agency charges on the basis of the number of such security personnel actually deployed by the Security Agency for the effective operation of this Agreement as per the deployment mentioned in the Annexure, on the rates quoted by the Security Agency in their Tender and based on the direction and guidelines issued by the Govt. (i.e. Ministry of Labour) and the Security Agency shall pay the persons engaged by it under this contract as per the guidelines issued by the Ministry of Labour.

29. 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. during the validity of contract effective from notified date. Whenever minimum wages are increased by the Govt. / Ministry of Labour and Employment / the Security Agency 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.
30. The wages have to be paid by Account Payee Cheque/electronic transfer giving details of deduction of ESI and EPF to each individual as a pay slip.
31. The Security Agency will submit the proof of having deposited the amount of contribution claimed by it on account of ESI, EPF and Service Tax (if applicable) as per prevailing rates towards the person deployed before submitting the bill for the subsequent month. In case the Security Agency fails to do so, the amount towards ESI and EPF contribution will be withheld till submission of required documents.
32. The documents will be verified and certified by the Regional Centre staff assigned for this purpose from the original documents. If the Security Agency fails to do so, its bill for the next month will not be processed for payment. Security Agency will also enclose the Acquaintance roll with their bill for previous month, which will also be verified and certified by the Regional Centre from the original documents to ensure that proper wages have been paid to the guards.
33. The Security Agency shall submit bill along with documents herein above mentioned to the University within first week of every month which shall be cleared within 03 weeks but Security Agency will distribute the salary to Security Personnel by 10th of every month, even if there is some delay in processing the bill files at the Regional Centre level due to any reason.
34. The Security Agency shall be solely responsible for timely payment of the wages and / or dues to the Security Personnel deployed by him at IGNOU Regional Centre.
35. The Security Agency will undertake to pay the approved wages to the persons sponsored by it. However, if any employee of the Security Agency lodges a complaint with the IGNOU Regional Centre for non-payment of wages by the Security Agency, the Security Agency will have to explain to 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 Regional Centre is not satisfied with the reason given by the Security Agency, the IGNOU shall make the payment to the individual and recover the required amount from the Security Agency's bill.
- 37. Terms of payment:**
 - i. 100% payment shall be made to the Security Agency through an account payee cheque 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 Security Agency has rendered the services to the complete satisfaction of IGNOU, Regional Centre payment shall be made subject to recoveries, if any.
 - ii. The IGNOU Regional Center pay to the Security Agency, charges on the basis of number of such personnel actually deployed by the Security Agency for the effective operation of this Agreement.
 - iii. The IGNOU, Regional Centre will pass Security Agency's bill for payment only after the proof of disbursement and after submission of all required documents. Normally payment will be made within 3 weeks from the day of receipt of the bill and or other documents / proof of payment etc., though it shall not be binding on IGNOU, Regional Centre in unforeseen circumstance.
38. IGNOU RC, will deduct Income Tax and Educational/other Cess as applicable from time to time at source under relevant Section of the Income Tax Act, 1961 from the Security Agency on the income comprised therein and other services charges, as per the instructions issued by Government of India from time to time.

39. Security Deposit / Performance Security.

The Security Agency shall submit Contract Performance Guarantee (CPG) amount equal to 10% of one month's wage bill within one month from the date of award of the contract. In case the same is not submitted within the due date the amount equal to 10% of the first wage bill shall be deducted from the first bill. The CPG amount shall be refunded within 30 days without interest to the agency after completion of contract subject to the condition that there is no outstanding dues/deduction to IGNOU Regional Centre by the agency. No interest shall be paid by IGNOU on the CPG.

40. Validity period.

This agreement shall remain in force initially for a period of two years, which shall commence on _____ and shall expire on _____ and can be extended / renewed further for such period and on such terms and conditions as deemed fit by IGNOU.

41. There is privacy of contract by and between the Security Agency and the IGNOU, Regional Centre. The Security Personnel shall have no right to make any claim whatsoever against the IGNOU, Regional Centre directly or indirectly.
42. The Security Agency shall abide by all laws of the land including Labour Laws, Company Act, Tax deduction liabilities, Welfare and Safety Measure of the security Personnel and all other obligations including registrations with Provident Fund, Employees State Insurance, Sale Tax, Municipal Registrations etc., that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Security Agency, and it shall not involve IGNOU, Regional Centre in any way whatsoever. However, the IGNOU RC will reimburse the statutory EPF / ESI that the Security Agency has deposited with the EPF / ESI authorities as employer's contribution, on receipt of proof of deposit in respect of EPF / ESI. The challan to be submitted should exclusively pertain to the Security Personnel provided to the IGNOU, Regional Centre only.
43. The Security Agency shall be solely and exclusively liable to discharge all statutory and other liabilities in respect of the Security Personnel, provided to the IGNOU Regional Centre including ESIC and EPF etc. The IGNOU Regional Centre shall have no liability whatsoever with respect to the aforesaid.
44. 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 security agency in execution of the work, the IGNOU Regional Centre will be entitled to recover from the Security Agency the amount of compensation so paid.
45. The Security Agency shall abide by the provisions of the Contract Labour (R & A) Act, 1970 and other Labour Laws, as applicable from time to time.
46. The Security Agency will provide a valid License under Contract Labour Regulation Act, 1970 for engaging a minimum of 09 (nine) Employees. The name, address and other particulars of the Security Agency should exactly match with those mentioned in all the License/Registration/Certificates issued by various authorities. It is Security Agency's responsibility to keep all the License / Registrations / Certificates issued by various authorities valid during the period of registration. Security Agency should produce all time renewed License / Registration / Certificates to the registering authority well before expiry.
47. 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.
48. The Security Personnel deployed by the Security Agency shall perform their work under the supervision of the supervisor deployed by the Security Agency. The supervisor deployed by the Security Agency will give daily progress report to the designated office by the IGNOU Regional Centre.
49. It is clearly understood that the persons employed by the Security Agency shall not be deemed to be the employees of the IGNOU and shall have no relationship of Employer/Employee or Master / Servant with IGNOU.

50. Penalty:

- i. Any unjustified and unacceptable delay in providing required service will attract penalty of liquidated damages at the rate of 2% (Two Percent) per week on the monthly payable amount subject to a maximum of three weeks. Thereafter, no payment for the month will be made to the Security Agency. In that case, IGNOU will also hold the option for cancellation of the order / supply / service and contact any other Service Provider for the desired services and invoking clause for forfeiting the Performance security of the security agency to recover the difference in cost.
- ii. Further, relevant clauses of the contract may also be invoked by IGNOU, Regional Centre in case of non-providing of service to the complete satisfaction of IGNOU, Regional Centre. In such event performance Security deposited may be forfeited by IGNOU, Regional Centre. The decision of the IGNOU Regional Centre in this regard will be final. In case the Security Agency does not feel satisfied with the decision, he will be liberty to approach Vice Chancellor, IGNOU. Decision of Vice Chancellor in this regard will be binding and no appeal will be made against his/her decision.
- iii. IGNOU Regional Centre will also have full, right to impose suitable penalties upon the Security Agency, as decided by the Regional Director in case of guards found short of authorized strength, sleeping under the influence of alcohol or guards getting involved in undesirable activities. In case of guards found sleeping or under the influence of alcohol of duty, such guards will be marked as absent by the Regional Director / authorized staff of Regional Centre and will immediately be sent back to Security Agency and Security Agency shall give its replacement.
- iv. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the Regional Director / authorized staff of Regional Centre. The penalty for some of the defaults is as under:-

51. Termination:

- i. IGNOU Regional Centre will be entitled to terminate this Agreement with the approval of HQ by serving a one month advance notice in writing to the Security Agency. All liabilities of the University from this Agreement shall cease on expiry of the said period of one month.
- ii. Without prejudice to the above, in the event of failure of security services on the part of the Security Agency, the agreement shall be terminated without giving any notice whatsoever. IGNOU, Regional Centre shall not be responsible for any payment thereafter.
- iii.

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 of Security	Rs. 2000/- per month

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

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

Forthwith upon termination under sub clause (ii) and / or (iii) above, the liability and obligation of the

Regional Centre under the Agreement shall cease to operate.

52. Indemnity:

The Security Agency shall indemnify and hold harmless IGNOU Regional Centre and its employees against any liability, claims, losses or damages sustained by it or them by reason of any act or omission by Security Agency or any of its Security Personnel deployed in the IGNOU Regional Centre.

The Security Agency shall also keep IGNOU Regional Centre 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 Regional Centre may be put up to or involved as a result of the Security Agency's failure, omission, negligence to fulfill any of its obligation hereunder and / or Statutes and or bye laws or Rules and Regulations formed there under.

53. SEVEMBILITY:

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 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.

54. Notices:

If any notice, approval, consent and or other notification required or permitted to be given here under shall be writing in English/Hindi 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 given 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

Copy to: Regional Director / Regional Centre, IGNOU Regional Centre L.N.M.U.Campus, near Central Bank of India, Darbhanga, Bihar- 846004

- ii. M/s:

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.

55. 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.

56. Assignment / Amendment:

The Security Agency shall have no right to assign its obligations under this Agreement without a written approval and permission from the IGNOU Regional Centre 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.

57. Headings:

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

58. Survival of Right and Obligation:

Termination of this Agreement for any cause shall not release the Security Agency 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.

59. 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 duties and obligations under this agreement.
- ii. This agreement constitutes legal, valid and binding obligations enforceable 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 it from

In case of any dispute arising out of this Agreement, the same shall be resolved initially by mutual discussion 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.