

(To be executed on Rs.100/-non-judicial stamp
Paper by the security service agency on award of the work)

ANNEXURE-IV
(Security Agreement)

(Term & condition of the contract)

**AGREEMENT BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY
AND Security Service Agency M/s.....**

This agreement entered into on this _____ th day of _____ ,20__

BETWEEN

Indira Gandhi National Open University, having its offices at Maidan Garhi, New Delhi-110068 through its authorized signatory, Registrar (Administration) (Herein after referred to as the 'University' which expression will unless repugnant to the context means and include its successors and assigns) of the First part.

AND

M/s _____ , a company incorporated under the provisions of the Companies Act, 1956 having its registered office at (t h e r e i n a f t e r r e f e r r e d to as "Security Service Agency" which expression unless it be repugnant to the context or meaning thereof will include its officials, successors, representatives and assigns) and represented herein t h r o u g h i t s , M r . d u l y a u t h o r i z e d vide _____ , of the Second part.

Both the aforesaid parties, collectively, hereinafter, referred to as "Parties".

WHEREAS, the Security Service Agency is engaged in providing Security Services through its own properly trained Personnel, such as Guards/Lady :Guards/ Searcher/ Asstt. Supervisor/Gun man/Security Inspector or Supervisors (hereinafter refer* to as Security Personnel) and WHEREAS, the University is desirous of availing the aforesaid services, at its Regional Centre at (h e r e i n a f t e r r e f e r r e d t o a s t h e " R C ")

NOW, it is hereby agreed between the University and the Security Service Agency to provide Security Services on the terms and conditions hereinafter mentioned.

- 1) Security personnel shall have to be deployed by the Security Service Agency as per requirement of the University which shall be intimated, in writing, by the RC on a time to time basis. The security surveillance and duties are to be performed on "round the clock" basis, however the strength in different shifts (Morning, Day or Night) shall vary according to the need of this University. The agency service charge @ _____ for provided services.
- 2) The approximate number of security personnel (all inclusive) to be deployed by the agency will be _____ in the ratio of 50% ex-servicemen (Military and Para-Military) and 50% civilian trained security guards of total strength including trained and experience lady security staff. The number indicated above is provisional and may increase or decrease depend upon the actual needs of the RC. The job value may vary accordingly.
- 3) The Security Personnel to be provided by the Security Service Agency should be physically fit for performing security duties and shall not be below 18 years and not above 55 years of age.
- 4) All the Security Personnel to be provided by the Security Service Agency should have good moral character and antecedent verification should be got done from the concerned authority by the Security Service Agency and made available to the RC. No criminal case should be pending against any of the Security Personnel employed by the Security Service Agency.
- 5) The details of the persons deployed by the Security Service Agency with name, bio data and copies of character antecedents' verification and latest photographs of all the Security Personnel shall be supplied to the University office for record. The Security Service Agency will be deemed to have started the work only after submission of these documents.
- 6) Responsibility for the safety and security of lives of the employees and students of the University, the visitors thereto and the properties and premises of the RC shall vest on the Security Personnel deployed by the Security Service Agency. In discharging these responsibilities, the risk management of the Security of the Security Personnel is the responsibility of the Security Service Agency.
- 7) The Security Service Agency will be responsible for compliance of various statutory obligations like EPF, ESI, and Minimum Wages Act: Workman Compensation Act and other laws enacted from time to time.
- 8) The Security Service 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 and Service Tax in respect of the Security Personnel deployed by the Security Service Agency in the RC, with the concerned department for previous months with an undertaking. These documents will be verified and certified by the University staff assigned for this purpose from the original documents. If The Security Service Agency fails to do so, his bill for the next month will not be processed for payment. Security Service Agency will also certify that proper wages have been paid to the guards. The wages have to be paid by Account payee cheque giving details. Deduction of ESI & EPF to each individual as a pay slip. As per the Circular No. 172/7/2013 St dated 19.09.2013 issued by the Ministry of Finance, Department of Revenue, Central Board of Excise & Customs, Tax Research Unit, Government of India, the "auxiliary education services " Provided to an Education Institution in Respect of education are exempted from

service Tax by way of being “auxiliary education services” which inter-alia means any services relating to imparting any skill, knowledge, education or development of course content or any other knowledge-enhancement activity, whether for the students or the faculty or any other services which educational institutions ordinarily carry out themselves but may obtain as outsourced services from any other person, including services relating to admission to such institutions, conduct of examination, catering for the students under any mid-day meals scheme sponsored by Government or transportation of students, faculty or staff of such institution and in addition to the services mentioned therein in the definition of ‘auxiliary education services”, other examples would be Hostels, House-keeping, Security Services, Canteen, etc. Hence, in light of the above Circular, the IGNOU under the present Agreement, IGNOU shall not be liable for the payment of any service tax to the contractor for the service provided by him to the university. However, the University is in process of seeking clear-cut view from the concerned Commissioner and in the event a contrary view been taken, the provisions of this para shall be appropriately amended to the effect making IGNOU liable for the payment of Service Tax.

- 9) Once the financial year is over, the Security Service Agency will provide the statement pertaining to the EPF on receipt of those from the EPF Organization. Similarly, the ESI Card has to be issued to the Security Personnel by the Security Service Agency.
- 10) The Security Service Agency shall comply with provisions of the contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971. Security Service Agency will apply to the Labour Commissioner for obtaining a Labour License, and will submit a copy of license to Establishment Section within 30 days from the date of issue of the award of contract. Security Service Agency will provide the University with a copy of all relevant permits, certificates and licenses.
- 11) The name, address and other particulars of the Security Service Agency should exactly match with those mentioned in all the Licenses/Registrations/Certificates issued by various authorities. It is Security Service Agency's responsibility to keep all the Licenses/Registrations/Certificates issued by various authorities valid during the period of registration. Security Service Agency should produce all the renewed Licenses/Registrations/Certificates to the registering authority well before their expiry.
- 12) The Security personnel shall be properly dressed and will wear full uniform while on duty and remain alert during the duty hour. The Security Service Agency will provide the said uniform and the security tools like Lathis, whistle, torches etc.
- 13) The Security Service Agency shall replace the Security Personnel periodically under intimation to the RC. The University shall have the right to replace any Security Personnel without assigning any reason whatsoever and the substitute shall have to be provided by the Security Service Agency immediately.
- 14) The Security Service Agency should submit the list of "Weekly off Days against every Security Personnel and while making the advance duty roster the same off days" are to be followed and no leave/absence of any Security Personnel can be allowed to be adjusted with the 'weekly off.

- 15) The number of duty hours per guard should be as per the provisions in the labour laws and in no case shall exceed 12 hours (four hrs. extra duty on the discretion of the University Security Supervisor on duty or with the permission of Security Officer in the time of emergency). The observance of all the labour laws will be sole responsibility of the Security Service Agency in relation to the staff hired employed by him.
- 16) The University will not provide any medical facility and residential accommodation to the Security Personnel of the Security Service Agency.
- 17) The Security Personnel deployed by the Security Service Agency should be well trained in fire fighting, operating the fire-protection system(s)/equipment(s) and fire extinguishers and providing first-aid.
- 18) Security Service Agency 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 RC. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the Security Service Agency and the same shall be reported by the RC to the University Headquarter. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the Security Personnel deployed by the Security Service Agency, the University will have full power to receive the loss in full or adjust from the dues or security deposit of the Security Service Agency. The decision of the University in this regard will be final and binding on the Security Service Agency.
- 19) 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.
- 20) The Security Personnel will not indulge in any criminal activities, malpractices or undesirable activities etc. In such cases, Security Service Agency will be full responsible for their conduct and he will be dealt with under the provision of law.
- 21) Security Service Agency will continue to be responsible for the Security Personnel employed by him, in respect of terms and conditions of their service, payment attendance, medical care, other disciplinary matters etc., and further they will remain fully under the administrative and financial control and supervision of the Security Service Agency, except that the University will 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.
- 22) The Security Personnel deployed by the Security Service Agency to IGNOU will at no time be treated as the employees of the University and also will have no claim to be regularized in the services of the University.
- 23) In case of termination of the Agreement also, the Security Personnel deployed by the Security Service Agency shall not be entitled to any claim for absorption or relaxation for absorption in the regular/otherwise capacity in the University. The Security Service Agency should communicate the above to all the Security Personnel deployed in this office by the Security Service agency.

- 24) Payment shall be made only to the Security Service Agency and on monthly basis as per the number of Security ersonnel actually deployed by Security Service Agency for the effective operation of this Agreement, on the rates quoted by the Security Service Agency in their tender based on the guidelines issued by Director General of Resettlement (DGR) or local government whichever is applicable according to registration status of the Security Service Agency. The rates mentioned in tenders are as set out in **Annexure-HA** of this Agreement. However the rate is changeable based on the percentage of Dearness allowances announced by the Govt. of India from time to time during the validity of contract effecting from date so notified.
- 25) **The** rates/charges for security personnel shall be revised suitable as and when there is an increase in the minimum wages by the DGR during the validity of Agreement effective from **date** so notified.
- 26) The Security Service Agency shall submit his bill along with documents herein above guidelines as per Para 8 of this agreement to the University within first week of every month which shall be cleared within 20 working days but Security Service Agency will pay the wages of the Security Personnel by 10th every month even if there is some delay in processing the bill files at the University level due to any reason.
- 27) The Security Service Agency will also provide security guards-cum-drivers as demanded by the Security Officer having valid LMV driving license and knowledge of local city roads and experience.
- 28) No security personnel hired/employed by the agency will form any links or join the association of IGNOU employees in any manner whatsoever.
- 29) The Security Service Agency should furnish the security deposit (shall be between 5% to 10% of the value of the Contract as per GFR-2005 para I-xii) in the form of Bank Draft or Bank the Govt. of India. Guarantee of a nationalized bank of equal amount in favor of IGNOU which will be released after six months of expiry of the contract. Bank guarantee should be valid for more than two years and six months.
- 30) University will have full right to impose suitable penalties on the Security Service Agency, in case the Security Personnel deployed are found short of authorized strength, sleeping, under the influence of Alcohol or getting involved in undesirable activities. In addition to the above, such Security Personnel shall be marked absent and will immediately be sent back to Security Service Agency and Security Service Agency shall give its replacement.
- 31) The Security Personnel deployed by The Security Service Agency shall perform their duties under the supervision of the Supervisor deployed by the Security Service Agency. This supervisor deployed by the Security Service Agency will give daily progress report to the designated officer of the University.
- 32) In case of any dispute arising out of to this agreement the same shall be resolved initially by Mutual discussion between the parties within a period of 60 days failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.
- 33) 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 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 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.

General terms and Conditions

- 34) This Agreement will be effective for a period of ___ year, commencing from ____th of _____, 20____ to ____ th of _____, 20____, unless it is curtailed or terminated by the University owing to deficiency of service, sub-standard quality of security personnel deployed, breach of contract, reduction or cessation of the requirements of work.
- 35) The Agreement shall automatically expire after ___ year from commencement of the contract unless extended further for such period and on such terms and conditions as may be deemed fit and proper by the University and agreed upon by the Parties in writing.
- 36) The University reserves right to terminate the Agreement during entire period without assigning any reason after giving a one month's notice in writing to the Security Service Agency. All liabilities of the University from this Agreement will cease on expiry of the said period of one month.
- 37) Without prejudice to the above, the University will be entitled to terminate this agreement without the requirement to give advance notice in the event of any breach or violation by the Security Service Agency of any terms of this agreement or in the event of the Security Service Agency acting against the University or in the event of any Security Personnel Provided by the Security Service Agency having misconduct himself/herself in connection with the work of the University. The University will be sole judge of as to what is against the interests of the University, and as to what constitutes misconduct or non-satisfactory services. Forthwith upon termination as aforesaid, the liability and obligation of the University under the Agreement will cease to operate.
- 38) Decision of the University in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Security Service Agency.
- 39) Any dispute arising out of and in relation to this Agreement shall be referred to the Vice Chancellor of the University, who solely shall have the right to decide. Any legal dispute will be subject to jurisdiction of Courts at ----- only and no other court shall have the jurisdiction.
- 40) All the Annexure shall form an integral part of this Agreement.**IN WITNESS WHEREOF, the parties hereto, have set their hands and seal, this day hereinabove referred to.**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT
TO BE MADE IN ENGLISH ON THE DAY AND YEAR FIRST ABOVE WRITTEN**

Signed by the Indira Gandhi National Open University In.....

the presence of:-

Witness —

Address-

Signed for and on behalf of the Security Service Agency

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In the presence of:-

Witness

Address