

(Cost of tender document Rs.5,00/- to be paid in the form of Demand Draft in favour of IGNOU payable at Varanasi)

**Annexure-I**

**Indira Gandhi National Open University  
Regional Centre, Gandhi Bhawan, Bhu Campus  
Varanasi-221005**

File No. RCV/Security/TD/2016/

Dated: 29<sup>th</sup>, January, 2016

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Dear Sir,

Sealed quotations are hereby invited from Private Security Agency owned by Ex Defence Officer Registered with DGR, Ministry of Defence for providing security services at Indira Gandhi National Open University, Regional Centre, Gandhi Bhawan, BHU Campus, Varanasi-221005 and its warehouse located at 40, Rohit Nagar, Nariya, BHU-DLW Road, Varanasi-221005.

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 at IGNOU Regional Centre, Gandhi Bhawan, BHU Campus, Varanasi by 26<sup>th</sup>, Feb. 2016 up to 1500 hrs.
2. The tenders will be opened at 15.30 hrs. on 7<sup>th</sup>, March. 2016 in the IGNOU Regional Centre-Varanasi 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 tender should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there are differences of amount in words and in figures, amount mentioned in words shall be treated correct and final. Alterations 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 turn over of the company for previous financial year.
- f. **EMD Rs. 25,000.00** by way Demand Draft of any Nationalized Bank in favour of IGNOU payable at Varanasi (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 or 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 guideline 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 regards.)**
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 only giving details 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 tender 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. 25,000.00** of specific estimated value as earnest money deposit (EMD) (2% to 5% as per University finance code) by way of Bank Draft of a Nationalized Bank in favour of IGNOU payable at Varanasi. No cash will be accepted. The amount of EMD should not bear any interest what so ever, which will be refunded (Original Draft) to the unsuccessful tenderers after award of the work.

11. **The successful tender shall have to deposit (5% to 10%)** of specific amount as 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 depptt. Registration/License issued by the office of Central labour commissioner 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 the Income Tax Act 1961 from the contractor at the prevalent rates of such sum as income tax on the income comprised their as per instructions issued by Govt. of India from time to time.
14. The Service Tax as imposed by the Govt. @ 14.42% and 0.5% towards Swachh Bharat Abhiyan Tax or as levied from time to time will be reimbursed to the Security Agency in the subsequent month on production of the receipt/challan in support of the deposit of the service tax to the concerned department. The company will have to produce copy of half yearly/ annual service tax return to the University through the Security Officer on its occurrence periodically.
15. Terms 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 panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be black listed.
17. The University reserves the right to cancel/reject fully or any part of the tender which tenderers do not fulfill the condition stipulated in the matter.
18. Tender once submitted, it will 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 tender to influence anybody in the University is liable for rejection of his tender.
20. The tender 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 guide lines 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. Any alternation or changes in rates in tender document shall be considered as invalid and liable to be rejected.
22. The Contactor 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 out rightly and no correspondence thereof are 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) on 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 Annexure-II (Agreement).

**(A. N. Tripathi)**  
**Regional Director**

**PART-I- TECHNICAL BID**

(Quotation Tender Form)

(Cost of tender document of Rs. 5, 00/- to be paid in the form of D.D 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 1 & 1A*)
2. Name, Address with Telephone Number of the Firm/Agency \_\_\_\_\_  
\_\_\_\_\_
3. DGR Registration Reference \_\_\_\_\_
4. Name, Designation, Address and Telephone number of the 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 2015-16 showing More than four lacs turnover \_\_\_\_\_  
\_\_\_\_\_
7. Service Tax Regd. No. \_\_\_\_\_
8. Provident Fund Account Number \_\_\_\_\_
9. ESI Registration Number \_\_\_\_\_
10. License Number under Contract Labour (R&A) Act \_\_\_\_\_  
\_\_\_\_\_
11. Details of earnest money deposited
  - a) Amount Rs. (in word) \_\_\_\_\_
  - b) Bank Draft/Pay Order \_\_\_\_\_
  - c) Date of issue of BD/PO/ \_\_\_\_\_
  - d) Name of issuing authority \_\_\_\_\_

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12. Details of experience in the relevant field. (With full details of the organization where such services were 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.

Dated:

(Signature of Tenderer)

Name:

Designation:

Address:

Phone (O)

(R)

**PART-II- FINANCIAL BID**

(Quotation Tender Form)

To be filled in properly, legibly and submit in a separate sealed envelop marked as financial bid.

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

S. No.	Description	Security Guard (Civilian Trained/ Experienced)	Security Guard (Ex-Man)	Head Guard Armed Guard (Ex-Man)	Security Supervisor (Ex-Man)
1.	Basic Minimum Wages indicating VDA				
2.	E.S.I.				
3.	E.P.F.				
4.	Bonus				
5.	Gratuity/Terminal/ Benefits				
6.	H.R.A.				
7.	Uniform & Washing allowance				
8.	Total				
9.	1/6 Reliving Charge (Weekly off National Holidays Other Holidays)				
10.	Cost per head				
11.	Service Charges				
12.	Grand Total				
13.	Service Tax				
14.	Any other charges				

2. Any other information \_\_\_\_\_

3. Name and Designation 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.**

**E-mail**

**Fax No.**

**Tenderer please note:** Send only duly filled **PART-IA & IB (Technical Bid and Part-II Financial Bid)** in separate sealed envelopes with supporting documents, if any you wish to enclose. Retain **ANNEXURE-I & II** with you for records and reference.



Part-I A (TECHNICAL BID)

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
REGIONAL CENTRE, GANDHI BHAWAN, BHU CAMPUS  
VARANASI-221005  
TENDER FORM FOR PROVIDING SECURITY SERVICES**

1. Brief Bio data of the Tenderer  
*(Please enclosed separately)*
2. Name, Address with Telephone \_\_\_\_\_  
Number of the Firm/Agency \_\_\_\_\_
3. Name, Designation, Address \_\_\_\_\_  
and Telephone number of the \_\_\_\_\_  
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 \_\_\_\_\_  
2015-2016 showing more than \_\_\_\_\_  
four lacs 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)

**Affix duly  
Attested PP  
Size  
Photograph of  
the Tenderer**

- 11. Details of earnest money deposited\*
  - a) Amount \_\_\_\_\_  
Rs. (in word) \_\_\_\_\_
  - b) Bank Draft/Pay Order \_\_\_\_\_  
Number of Nationalized Bank
  - c) Date of issue of BD/PO \_\_\_\_\_
  - d) Name of issuing Bank \_\_\_\_\_
- 12. Details of experience in the relevant Field. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 13. Any other information \_\_\_\_\_
- 14. Declaration by the Contractor:

This is to certify that I/we have read and fully understood all the terms and conditions herein and undertakes myself/ourselves abides by them.

Dated:

(Signature of Tenderer)

Name:

Designation:

Address:

Phone (O)

(R)

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

**ANNEXURE-I I**

(Term & condition of the contract Agreement)

**SECURITY AGREEMENT**

This agreement made this day of \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_ between Indira Gandhi National Open University, a statutory University established under the Indira Gandhi National Open University Act (ACT No. 50 of 1985) and having its offices at Maidan Garhi, new Delhi-110068 represented by Registrar, Admn. (Herein after referred to as the 'University' which expression shall, unless it's repugnant to context include its successors and assigns) and M/s \_\_\_\_\_ (herein after referred to as Contractor, which expression shall where the context so requires include their legal heirs, successors and his legal assigns, executors or Administration) hereinafter referred as Contractor.

WHEREAS the Contractor is engaged in providing Security Services through its own properly trained personnel, such as Guards/Lady Guard/ Searcher/Asstt. Supervisor/ Gunman/ Security Inspector or Supervisors (hereinafter referred to as 'Security Personnel') and WHEREAS the University is desirous of availing the aforesaid services, at its Regional Centre at Varanasi (hereinafter referred to as the 'RC').

NOW WHEREAS the University and the contractor had negotiations in this behalf through open tender bid.

NOW, it is here by agreed between the University and the Contractor to provide Security Services on the terms and conditions herein after 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 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.
2. The approximate number of security personnel (all inclusive) to be deployed by the agency will be **08 (Eight)** 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 of 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 the 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, Minimum Wages Act, Workman Compensation Act and other laws enacted from time to time.
8. The Security 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. The proof for having deposited the Service Tax should be submitted by the Security Service Agency along with the bill of succeeding month. Moreover the Service Tax challan should match the claim preferred against the university.
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 hours. The Security Service Agency will provide the said uniform and the security tools like Lathies, Whistle, and 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 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) with in 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 recover 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 the 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 Security Personnel employed by him, in respect of the terms and conditions of their services, payments, attendance, medical care, other disciplinary matter etc. and further they will remain fully under the administrative, financial control and supervision of the Security Service Agency, except that the University shall be the sole arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this Agreement.

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 the 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 personnel 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 guideline, issued by the local Govt. (NCT of Delhi). The rates mentioned in tenders are as set out in Annexure – I 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 Central Govt./National Capital Territory / 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 10<sup>th</sup> 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 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 what so ever.
29. The Security 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 Guarantee of a nationalized bank of equal amount in favour 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 of Security Personnel deployed are found short of authorized strength, sleeping, under the influence of alcohol or guards 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 office 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 with in a period of 60 days failing which only courts at Varanasi 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 decline to accept the award or to provide the security services the EMD made by him shall be forfeited and may also be black listed.

#### **General terms and Conditions**

34. This Agreement will be effective for a period of 02 (two) years, commencing from \_\_\_\_\_<sup>th</sup> of \_\_\_\_\_, 2016 to \_\_\_\_\_<sup>th</sup> of \_\_\_\_\_, 2018, unless it is curtailed or terminated by the University owing to deficiency of service, sub-standard quality of attendants deployed, breach of contract reduction or cessation of the requirement of work.
35. The Agreement shall automatically expire after 02 (two) years 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 or the university. The University will be sole judge of as to what is against the interest or the University under the Agreement will cease to operate.
38. Decision of the University in regard 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 Vice- Chancellor of the University, who solely shall have the right to decide.

Any legal dispute will be subject to jurisdiction of Courts at Varanasi only and no other court shall have the jurisdiction.

40. All the Annexure shall form an integral of this Agreement.

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

.....

In the presence of:-

Witness

Address