

Tender No. -----

Tender Fee Rs. 500/-



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Regional Centre, Shimla

Tender Document For
Empanelment of Outsourcing Agency for Providing Manpower (Skilled & Un-Skilled) in IGNOU
Regional Centre Shimla

(Estimated value: Rs. 2,00,000/-PM)

Last Date for submission of Tender: at 5:00 p.m. on 8th April, 2019

Date & Time for opening of Tender: at 3:00 p.m. on 9th April, 2019

[to be decided as receipt of approval]

Regional Director
Indira Gandhi National Open University
Regional Centre, Chauhan Niwas, Khalini, Shimla
Phone: - 0177-2624612- 2624613 Fax: 0177-2624611 e-mail : rcshimla@ignou.ac.in
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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Regional Centre, Chauhan Niwas, Khalini, Shimla (HP)-171002

F. No.: IG/RC -11/Tender Manpower/2019

Dated:----- /-----/20

To,

Sub: Bids for Providing Manpower at IGNOU Regional Center Shimla.

Sir,

Sealed quotations under two bid systems (Technical & Financial) are hereby invited from the interested agencies for providing Manpower in **IGNOU Regional Centre Shimla**. The outsourcing agency will be awarded the job initially for a period of one year extendable for one more year on mutual consent. The details of the approximate requirement and skills are as under:

1. DETAILS OF MANPOWER REQUIRED

| Sr. No. | Category | Qualification | Job Description | Approx. hrs/per requiremnt | Man day |
|----------------|-----------------|--|---|-----------------------------------|----------------|
| 1. | Skilled | Essential:- 10+2 or its equivalent with typing speed of 40 w.p.m. in English or 35 w.p.m. in Hindi on Computers. -Knowledge of Computers applications Desirable: i) A Bachelor's degree from a recognized University ii) ii) Shorthand speed @80 w.p.m. | Typing, stenography, data entry work in computer, diary/dispatch/ filing | to be specified | |
| 2. | Unskilled | Essential:- 8 th Pass who can read write in Hindi/English Desirable:- 10 th Pass | Physical maintenance of records, photo-copying, sending of FAX etc., delivery of dak, opening and closing of rooms, cleaning/dusting of room etc. | To be specified | |

2. TERMS AND CONDITIONS (GENERAL)

Indira Gandhi National Open University (IGNOU) is established under the act of Parliament (ACT No.50 of 1985) and is having its office at Maidan Garhi, New Delhi-110068 and Regional Centres at various cities of India. **IGNOU being an educational institution is currently exempted from paying Service Tax as per guidelines of Ministry of Finance/Service Tax Authorities or applicability of this is subject to notification of Govt. of India from time to time.**

The Tender Document can be purchased on a payment of **Rs. 500/-** (Rupees five hundred only) in the form of DD only in favour of IGNOU, payable at **Shimla** from the office of **Regional Director, IGNOU Regional Centre, Chauhan Niwas, Khalini, Shimla** on any working day **from 10:00 am to 5:00 pm** on or before **08.04.2019 upto 5:00 P.M.** The Tender document can also be downloaded from IGNOU's Website i.e. <http://www.rcshimla.ignou.ac.in> but in that case the same may be submitted with the requisite Tender fee along with the EMD (**Rs. 5000/-**) **on 08.04.2019 upto 5:00 P.M.** (The Tender fee is non-refundable). The Tender submitted without the Tender fee and/(or) the EMD will summarily be rejected. The Bidder may visit the site before quoting their rates.

2.1 Minimum Eligibility Criteria

- a) The Bidders should be registered under Companies/Partnership/Societies Act etc., as applicable.
- b) The Bidders should have at least three years of experience as on the last date of issuing of tender for providing manpower in Govt. Organizations/Autonomous Institutions/University etc.
- c) The Bidders should have approvals from concerned regulatory authorities as applicable for carrying out the outsourced work.
- d) *The bidder's annual turnover should not be less than Rs. 50,00,000/- during the last three financial years in the books of Account.*

Terms and Conditions

- a) The successful bidder (hereinafter referred to as 'Outsourcing Agency') so engaged will provide the services as defined above through its employees under direct supervision of IGNOU.
- b) The outsourcing agency shall be the employer of the skilled and un-skilled personnel so deployed in the University under the contract and responsible for payment of wages etc. to the said personnel according to wage rules and regulations of Govt. of India, Ministry of Labour & Employment as and regards Wages/EPF/ESI and other benefits to their employees deployed at IGNOU. IGNOU shall reimburse to the Outsourcing Agency towards wages etc. and pay Service Charges to the Outsourcing Agency. The wages etc., will be reimbursed as per minimum wages as prescribed by Ministry of Labour and Employment as notified from time to time.
- c) The outsourcing agency shall comply with all the legal provisions pertaining to line of business including but not limited to Labour Commissioner, Account in ESI/EPF and Income Tax Department for TDS.
- d) No payment other than reimbursement of wages and service charges will be payable to the Outsourcing Agency. The Outsourcing Agency being the employer of the skilled and un-skilled personnel shall ensure weekly off/holidays/leave as per existing laws.
- e) The agency shall be required to provide additional manpower as and when required by IGNOU.
- f) Violation of minimum wages act, Contract labour act, Govt. of India, Ministry of labour and Employment Order and such other statutory provisions shall make the Outsourcing agency 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.

- g) The bidder may inspect the site and satisfy himself before submitting the bid. The bidder will be deemed to have full knowledge of the site whether he inspects it or not and no claims or objections due to ignorance shall be considered.
- h) The bidder should submit the attested copies of PAN No. /Valid EPF/ESI Registration No./ Licence number under Contract Labour Act, proof of average annual turnover duly supported with audited balance sheet for the last three years, experience certificate supported by documents from the concerned departments along with Tender Document.

2.2 Compliance with the technical specifications

- a) The services offered shall be in accordance with the requisite terms & conditions/eligibility criteria contained in the Tender Document and in accordance with the minimum statutory requirement covered under Govt. of India Rules including Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF/ESI etc. with regard to Manpower engaged by the outsourcing agency and which includes maintenance of Attendance Register, maintenance of Payment Register, Overtime Register etc. However, additional information/deviation from the IGNOU's requirement, if any, shall be clearly indicated alongwith the explanation.
- b) The university reserves the right to fix the requirement and other aspects as per its actual requirement. The decision of the Tender Opening and Evaluation Committee duly constituted by IGNOU shall be final in this regard and representation of any kind shall not be entertained. Any attempt by any outsourcing agency to bring pressure of any kind may disqualify the bidder for the present tender and the outsourcing agency may be liable to be debarred from bidding for tenders in future for a period of three years besides forfeiture of the EMD.
- c) The outsourcing agency shall be responsible for the payments to manpower employed for the performance or carrying out the said work and that IGNOU shall in no event be liable for the same. The outsourcing agency shall keep IGNOU indemnified against the same and from all proceedings in respect thereof. The outsourcing agency shall open Saving Bank Account for each of the personnel in any nationalized bank.
- d) The **outsourcing agency** shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's compensation Act and amendments thereto.
- e) The outsourcing agency shall be responsible for and pay the expenses for providing medical treatment to the manpower deployed by it, who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the University premises.
- f) The Manpower shall be deemed to be the employees of the **outsourcing agency for all purposes including but not limited to the** payment of wages, and all other obligations under labour laws, rules and regulations there under.
- g) The IGNOU reserves the right to check the actual payment of the wages register maintained by the **outsourcing agency** and also the connected documents in respect of the above.

2.3 Submission of Tender

- a) The technical and financial bids must be submitted in separate sealed covers & should be super-scribed **"Technical Bid for providing manpower (skilled & un-skilled)" & "Financial Bid for providing manpower (skilled & un-skilled)"** in the format as prescribed in Annexure-I and Annexure-II respectively. The envelope containing the technical bid needs to be accompanied by the EMD, Tender Fee (if applicable) and required documents.
- b) Both the technical and financial bids may be kept in the third envelope super-scribing **"Tender for providing manpower (skilled & un-skilled)" at IGNOU Regional Centre Shimla.**
- c) The sealed envelope containing all the bids must be submitted/sent so as to reach the office of Regional Director, **IGNOU Regional Centre, Shimla** on or before the stipulated date & time.

- d) The bids/quotation must be accompanied by the relevant documents/ literature confirming the services to be provided duly signed by the tenderer with seal of the firm on each & every page. The bid submitted in a casual manner and without proper documentation shall be summarily rejected.
- e) The tender form must be clearly filled in ink legible or typed. Alterations unless legibly attested by the **outsourcing agency** shall be disqualified and rejected. Tender document, must be duly signed by the **bidder** himself, or his authorized signatory. **(In case of authorized signatory an authorization affidavit as per annexure-IV must be submitted).**
- f) Every paper of the tender should be signed by the outsourcing agency with seal of Firm.
- g) Late/delayed tenders due to any reason, whatsoever, will not be accepted/ considered under any circumstances.
- h) All rates and other information like discounts etc. having a bearing on the rates shall be written, both in figures and words in the prescribed format of financial bid (Annexure- II) where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.
- i) Quotation must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and the tender is liable to be rejected.
- j) Tenders not conforming to the requisite requirements shall be rejected out rightly and no correspondence in this regard shall be entertained in whatsoever manner.
- k) The tender(s) not submitted in the prescribed manner shall be summarily rejected and their Financial Bids shall not be opened.
- l) The IGNOU reserves the right to accept or reject any tender without assigning any reason thereof.
- m) The technical bid must be submitted alongwith an affidavit on non-judicial paper (as per Annexure-IV) to the effect that no Vigilance/CBI/Criminal case pending against the **outsourcing agency** and service provider has not been blacklisted.

NO TENDER SHALL BE CONSIDERED, IF:-

- i. the tender document is not accompanied by a DD for **Rs.500/-** in favour of IGNOU as per Para 2 page no.3 (in case downloaded from the web site);
- ii. not submitted in prescribed form and not accompanied with bid security (Earnest Money Deposit) as specified;
- iii. the tender is conditional;
- iv. more than one rate is quoted for each service;
- v. the bidder submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s);
- vi. the tender is received after the dead-line for submission of bid;
- vii. the tender document is not signed by the bidder on each and every page in token of having accepted the terms and conditions of tender;
- viii. The rate is not all inclusive of all the financial obligations/ implications to IGNOU.

2.4 DUTY DAYS/ HOURS

- i. Working hours will be 8 ½ hours between 9.30 A.M. and 6.00 P.M. including half an hour lunch break normally from 1.30 p.m. to 2.00 p.m. Actual amount per hour would be calculated for the personnel deployed on duty for any extra duty based on rates finalized.
- ii. The personnel may be called on beyond office hours, if required. They will be paid extra as per the rates approved by the office based on per hour rate.

2.5 RESPONSIBILITIES OF THE OUTSOURCING AGENCY (Successful Bidder):

- i. The **outsourcing agency** (firm) should take utmost care not to leak/divulge any information of the IGNOU, to any third party and full confidentiality shall be maintained.
- ii. The **outsourcing agency** shall maintain all the relevant records of manpower deployed by it in the University.
- iii. The transportation, food, medical facility, residential accommodation, bonus and other requirements in respect of each personnel of the **outsourcing agency** shall be the responsibility of outsourcing agency. In any event, if IGNOU is required to pay an amount on account of the above, the amount so paid shall be recovered from the Contractor.
- iv. The losses sustained to the IGNOU due to negligence of the services of the outsourcing agency in the form of loss/damage of property will be recoverable from the outsourcing agency as per the estimation in terms of money value by the IGNOU and the decision of the IGNOU in this regard shall be final and binding on the **outsourcing agency**.
- v. The **Outsourcing Agency** will ensure the character and antecedents of outsourced personnel to be deployed in IGNOU should have been got verified from the local police before deployment, at the cost/ instance of the outsourcing agency. In case of doubt on any personnel the IGNOU reserves the right to get police verification of these personnel done if necessary and reject those not cleared by the Police.
- vi. The **outsourcing agency** shall be responsible for the behaviour/conduct of persons deployed by the agency. IGNOU shall have the right to ask the outsourcing agency for removal of any person of the Agency who is not found to be competent and orderly in discharge of his/her duty.
- vii. The **outsourcing agency** shall make payments to its employees (manpower deployed in the University) in strict observance of Labour law Minimum Wages Act and other statutory requirements with regard to ESI/EPF/Gratuity/Paid holiday in respect of manpower deployed in the University. Any failure on the part of the outsourcing agency in this regard will entail termination of the contract and forfeiture of the Security Deposits in addition to other penal action as per law.
- viii. The **outsourcing agency** shall not engage/deploy the Child Labour which is prohibited under Child Labour (Prohibition and Regulation) Act 1986. Employment of such Labour and violation of the said Act will lead to the termination of the outsourcing agency and legal action deemed fit by the IGNOU.
- ix. There should not be any legal/criminal proceedings pending against the **outsourcing agency** or any staff of the agency.
- x. The personnel deployed by the **outsourcing agency** at IGNOU shall at no time be treated as the employees of the University and also shall have no claim to be regularized in the services of the University.
- xi. IGNOU shall not be responsible for any claim of whatsoever nature against the **outsourcing agency** from their party including claims, if any, from the personnel employed by the outsourcing agency and deployed at IGNOU offices.
- xii. The **outsourcing agency** should indemnify the IGNOU at all times against all claims, damages or compensation under provision of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, the Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961, Delhi Shops and Essential Commodities Act, including any amendments to the said Acts or any other laws relating to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. IGNOU shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.
- xiii. The **outsourcing agency** has to ensure that the personnel deployed are not forming any Association/Forum in respect of IGNOU matter nor they should be allowed to join in any Association/Forum of IGNOU.

2.6 Opening & Evaluation of Tender

- a) The technical bids shall be opened at **3:00 P.M. on 09.04.2019** & evaluated in the first instance as per terms of the tender based on techno-commercial parameters in the presence of the representative(s) of the participating outsourcing agencies who may wish to be present and the members of the duly constituted Tender Opening & Evaluation Committee (TOEC) on the stipulated date & time.
- b) If considered necessary, the Committee may decide to visit and inspect the main office/ branches of the Bidder and other related sites, as it may find worth, in order to gather further information leading to evaluation of bids. Bidder will be bound to provide all necessary information as desired by the Committee.
- c) The IGNOU reserves the right to select the Bidder on the basis of best possible bids received. The decision of the Tender Opening & Evaluation Committee arrived at, in this regard shall be final and representation of any kind shall not be entertained. Any attempt by any Bidder to bring pressure of any kind may disqualify the Bidder for the present tender and the Bidder may be liable to be debarred from bidding for all tenders in IGNOU for a period of three years.
- d) 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 on same rates/terms and conditions. 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 services, the EMD/ Security Deposit made by him shall be forfeited and may also be black listed.
- e) The University reserves the right to cancel/reject full or any part of the tender which **Bidder(s)** do not fulfill the condition stipulated in the matter.
- f) The IGNOU reserves the right to award the contract to any of the bidders in the interest of the University irrespective of not being lowest and in this respect, the decision of the University shall be final.

2.7 Performance Evaluation

- a) The **Bidder** and all his personnel deployed will work under the supervision of the officials assigned for this task by the University.
- b) The **Bidder** shall be responsible to maintain all property and equipment of the department entrusted to it.
- c) All liabilities arising out of accident or death while on duty shall be borne by the **Bidder**.
- d) The Bidder and its staff shall take proper and reasonable precautions to preserve the property from loss, destruction, waste or misuse in the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the University under its control.
- e) The IGNOU shall have the right, within reason, to have any person removed who is considered to be undesirable or otherwise and similarly the **Bidder** reserves the right to change the staff with prior intimation to IGNOU.
- f) *The selected **Bidder** shall have to provide the proof of deposit of Salary, ESI, EPF to the individual account of the staff deployed each month alongwith the bill for reimbursement. The Bidder shall furnish the EFT reports/bulk wages transfer record generated by PNB so as to ensure the actual credit of wages in the respective saving bank accounts of personnel.*

2.8 Earnest Money Deposit

- a) Earnest Money deposit (EMD) for an amount of Rs. **5000/-** (Rupees Five Thousand Only) shall be submitted along with the quotation in the form of a Demand Draft from any nationalized/commercial Bank in favour of **IGNOU payable at Shimla** having validity upto a minimum period of three months from the last date of submission of tender/bid.
- b) The EMD will be refunded to unsuccessful bidder(s) within 30 days after finalization of the tender. However, in case of successful bidder it will be refunded only on receipt of Security Deposit.
- c) No interest will be paid on EMD.

2.9 Security Deposit

- a) The successful **Bidder** shall, before executing the order, within 15 days of dispatch of letter intimating acceptance of the offer in the form of Letter of Intent, deposit an amount equivalent to 5% of the estimated annual value of the contract in INR as security deposit for the due performance of the contract. The security deposit may be furnished in the form of Demand Draft/ Bank Guarantee (as per Annexure-v)/FDR duly pledged in favour of IGNOU payable at New Delhi from a nationalized/commercial bank.
- b) Such Security Deposit will not bear any interest whatsoever.
- c) The Security Deposit should remain valid for a period of sixty days beyond the date of completion of contract. Failure to furnish Security Deposit shall be treated as breach of contract and shall entail cancellation of the contract forfeiture of EMD. If the outsourcing agency is not able to provide the services completely within the specified period to the complete satisfaction of IGNOU, the necessary action would be initiated in terms of relevant Clauses of Tender which includes forfeiture of security deposit/EMD and even blacklisting of outsourcing agency.

2.10 Effect and Validity of Offer

The Contract shall be initially valid for a period of two years from the date of award of the contract, which can be extended further on satisfactory performance by the Contractor, on mutually agreed terms for such period and on such terms and conditions as may be deemed fit and proper by the University.

2.11 Assignment

The University shall specify its exact requirement by providing full details of the work for which the Manpower is required and, in particular, by notifying the outsourcing agency the required special skills of such work when placing its order. The University shall assign the duties to the personnel deployed by the outsourcing agency.

The outsourcing agency has to ensure timely deployment of manpower as required by IGNOU and fulfill other obligation stated in the above said terms and conditions failing which penalty will be imposed by the University on case to case basis from time to time. The decision of the University shall be final. The outsourcing agency shall not engage any sub outsourcing agency or transfer the contract to any other person or agency in any manner.

2.12 Signing of Agreement

- a) IGNOU will award the Contract to the successful bidder through an offer letter, who, within 15 days of receipt of the same, shall sign and return a copy as a token of acceptance of the same to IGNOU.

- b) The successful bidder (outsourcing agency) shall be required to execute an AGREEMENT on non-judicial stamp paper of appropriate value (the cost of stamp paper (Rs.100/-) shall be borne by the outsourcing agency), within 15 days of the receipt of the offer letter for acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security (EMD) shall be forfeited and the acceptance of the Tender may be considered as cancelled.

2.13 Payment Terms

- a) The outsourcing agency will ensure that the wages are paid to each worker by 7th but not later than 10th of every month through ECS or A/c payee cheques only and submit the bill for the amount so disbursed for reimbursement by the University to which he/she is entitled by reason of carrying out work for the University. The outsourcing agency has to provide the proof regarding the ECS/Account Payee Cheques of wages paid to the Daily Wage personnel deployed by the agency at IGNOU. ***The outsourcing agency shall submit the proof giving detail of deduction of ESI and EPF to each individual as a pay slip.***
- b) Reimbursement to the Outsourcing Agency shall be made within twenty days from the date of receipt of the bill accompanied with proof for having made disbursement of wages for previous month. Such payment shall be made through an Account Payee Cheque only.
- c) IGNOU shall pay consolidated sum to the Outsourcing Agency towards wages etc., and service charges to the agency. The wages etc., will be reimbursed as per minimum wages as prescribed by the Ministry of Labour and Employment from time to time. The payment will be made after deduction of TDS on Service Charge.
- d) The outsourcing agency will install a biometric attendance machine (at his cost) at the main gate to record the presence of manpower on duty. Payment of the bills will be as per the recordings of the biometric attendance machine. The printout of the attendance sheet which should be got countersigned every day by the concerned authority of IGNOU.
- e) No part of the payment price shall become due or payable until the outsourcing agency has provided the services to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.

2.14 INCOME TAX/ SERVICE TAX

The successful tenderer will have to necessarily furnish a copy of the PAN/Tan and a copy of Service Tax No. / return, ESI/EPF etc. for the last 3 years. The payment will be made after deduction of TDS on Service Charge.

2.15 ADDRESS OF THE OUTSOURCING AGENCY FOR THE PURPOSE OF SENDING NOTICE AND COMMUNICATION ON BEHALF OF THE IGNOU:

For all purpose of the Contract, including legal proceedings thereunder, the address of the outsourcing agency mentioned in the tender shall be the address to which all communications addressed to the outsourcing agency shall be sent, letter containing no other communication and sent by Regd. A/D post, to the Registrar (Administration), IGNOU. The outsourcing agency shall be solely responsible for the consequences of an omission or error to notify the change of address in the manner aforesaid. Communication to be sent to the University shall be addressed to Registrar (Administration) in Room no. 02, Block-4, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 and be sent by registered post only.

2.16 EXERCISE OF THE POWER OF IGNOU

Any communication or notice on behalf of the IGNOU in relation to the contract may be issued to the outsourcing agency by the Registrar, Administration or by any other officer authorized by him in IGNOU and all such communications and notices may be served on the outsourcing agency either by Speed Post/registered post or by hand delivery at the option of such officer, and posting of the letter will be deemed to have been served on the outsourcing agency.

2.17 CHANGES IN THE FIRM

- a) If the outsourcing agency is a partnership firm, no new partners shall be introduced in the firm, except with the prior consent in writing of the Registrar, Administration, IGNOU, which will be granted only upon execution of a written undertaking by the new partner and accept the liabilities incurred by the firm under the Contract prior to the date of such undertaking.
- b) 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.
- c) If on the death or retirement of any partner of the firm, the said partnership firm is dissolved before the complete performance of the Contract, the Vice-Chancellor, IGNOU, may at his option, cancel the Contract and in such case the outsourcing agency shall have no claim whatsoever or any compensation against the IGNOU.
- d) If the contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Registrar, Administration Division, IGNOU, by Regd./AD. Post.

2.18 CONSEQUENCES OF BREACH

- a) If the outsourcing agency commits breach of any of the conditions of the contract, it shall be lawful for IGNOU to cancel the Contract and make alternate suitable arrangement at the risk and cost of the outsourcing agency.
- b) The decision of the IGNOU with regard to any matter or anything concerning or arising out of the sub-clauses or any question whether the outsourcing agency or any of the partner(s) of the firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the outsourcing agency and the outsourcing agency cannot raise any objection thereto at any point of time.
- c) In case of any dispute, during tender process/contract period, the decision of the Honorable Vice Chancellor or Registrar (Administration), IGNOU, Maidan Garhi, New Delhi-110068, would be final and binding.

2.19 CANCELLATION OF CONTRACT

- a) The IGNOU reserves the right to cancel the Contract Agreement or to forfeit the EMD/Security Deposit in the event of non-commencement or unsatisfactory performance of the work Contract. In such eventuality, IGNOU further reserves the right to get the work done from the open market or through some other agencies and all the expenditure incurred including expenditure for identifying such external supplier shall be recovered from the outsourcing agency.
- b) ***The University shall be entitled to terminate the contract without assigning any reason merely by giving one month advance notice in writing to the outsourcing agency. All liabilities of the University from this agreement shall cease on expiry of the said period of one month.***

2.20 LIQUIDATED DAMAGES

IGNOU reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by IGNOU from Security Deposit and/or pending bill or by raising a separate claim. IGNOU shall have right to recover cost of any damages to its assets/properties/manpower etc. arising out of neglect by the agency.

2.21 PROCEDURE FOR SUBMISSION OF BILLS

After each month of work, *the bill in triplicate prepared on the basis of the accepted rates* should be submitted to the **Regional Director, IGNOU Regional Centre Shimla (HP)** for necessary action together with attendance/ satisfactory work completion certificate from Officer concerned of the University. The University reserves the right to carry out a post payment audit of the **outsourcing agency's** bill including all supporting vouchers. **The IGNOU further reserves the right to enforce recovery of any overpayment coming to light as a result of such audit, by any or all the methods prescribed above.**

2.22 SETTLEMENT OF DISPUTES AND JURISDICTION

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 30 days, failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.

2.23 NO WAIVER

No act of omission and commission of IGNOU shall constitute or deemed to have the effect of waiver of any right or entitlements of IGNOU in respect of this contract.

2.24 AUTHORITY

No communication, certificate, letter or other document issued for IGNOU shall have any effect for this contract unless it is issued by the Registrar, Administration or under his authority.

[To be filled and sent in sealed envelope no. (1)]

FORMAT OF QUOTATION FOR TECHNICAL BID

To be filled in properly, legibly and submit in a separate sealed envelope marked as “Technical Bid for providing manpower (skilled & Un-Skilled) in IGNOU and its Regional Centre located in NCR”, alongwith necessary document in confirmation of the details given below:

1. (a) Name and address of the Registered Firm : _____
Registration Certificate under Companies Act/
(b) Societies Act/Partnership Act etc. (Enclose copy) : _____
Labour License/Registration under the Contract
(c) Labour (Regulation and Abolition) Act. 1970 (Enclose Copy.) : _____
2. Complete address of the Firm : _____
Its main office & branch office with Land Line: _____
Tel./Mobile No., Fax & e-mail: _____
3. Please specify whether the firm is sole proprietor or : _____
Partnership firm name and address and telephone numbers of
Director/Partner should be specify: _____
4. Contact Person(s) with Mobile/Land Line Ph. No. : _____
5. Provident Fund Account No. : _____
(Enclose copy)
6. ESIC Registration No. : _____
(Enclose copy)
7. PAN No. /TAN No. /TIN No. etc. : _____
(Enclose copy)
8. Audited Balance Sheet for the last three years. : _____
(Enclose copy)
9. Service Tax Registration No. : _____
(Enclose copy)
10. Details of EMD furnished:
 - a) Amount Rs. : _____
Rupees in words : _____
 - b) Bank draft no. : _____
 - c) Date of Issue : _____
 - d) Name of the Bank : _____

11. Experience Certificate of running services Issued from Govt.
/Autonomous Body (last 3 years) _____
(Enclose Copy).
12. Minimum turnover of Rs. _____ for the last three
Years (Enclose Documents) _____

DECLARATION

I/We hereby certify that the information furnished above are true, complete and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, my/our Firm is liable to be blacklisted and will not have any right of dealing with the IGNOU for three years. Moreover, the IGNOU reserves the right to take any suitable action in accordance with the Tender including forfeiture of Performance Security/EMD, as the case may be.

Signature of authorized signatory with date & seal

Date:

Place:

(To be filled and sent in sealed envelope no. 2)

FINANCIAL BID

To be filled in properly, legibly and submit in a separate sealed envelope marked as “Financial Bid for providing manpower in IGNOU” and its Regional Centre located in NCR, each page must be signed with SEAL of the Tenderer)

FORMAT OF QUOTATION FOR FINANCIAL BID FOR OUTSOURCING OF MANPOWER TO IGNOU REGIONAL CENTRE SHIMLA (HP)

Name & Address of the registered Firm : _____

Name and Designation of Authorized Signatory : _____

Land Line Telephone Nos. of the office/ Fax No. : _____

Mobile No./e-mail : _____

I/we have inspected the site and surrounding of the work as per the details given in Tender Document and assessed the scope of works thoroughly and have also gone through the Tender Document and understood the terms and conditions stipulated there in before quoting the rates hereunder :

I/we shall charge the Service Charges _____ % (in figure) _____ percentage (in words) on the monthly reimbursement bill as per Para 2.13 of the Tender Document.

Other forms and formats for submission
(To be duly filled in and sent in sealed envelope no. (1) –Technical Bid)
MONEY DEPOSIT AND TENDER FEE DETAILS

Name of the Company : _____

h) Total EMD Amount : _____ (in words)
 (Rupees _____ in figures)

ii) Tender Fee: _____
 (Rupees _____ in figure)

Details of each Demand Draft :

| S. No. | Account | EMD | Amount | Name of the Bank | DD No. | Date |
|--------|---------|-----|--------|------------------|--------|------|
| 1. | | | | | | |
| 2. | | | | | | |

Date:

(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.50/-)

AFFIDAVIT

(Before Public Notary, _____)

I, _____ (Name of the Deponent), S/o _____, Aged About
_____ years, Resident of: _____
_____ do

hereby solemnly state and affirm as under:

1. That, I am working as _____ (Designation of the Deponent) with M/s _____ (Name & Address of the Firm/ Company) since _____ years;
2. That, I am the Authorized Signatory/ have been duly authorized to execute this affidavit on behalf of the above- named Firm / Company and as such component to swear this affidavit. The duly certified copy of the Authorization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy and take utmost care not to leak/ divulge any information of the IGNOU.
5. That, in case any such incident is noticed, penalty as imposed by the Hon'ble Vice Chancellor of the Indira Gandhi National Open University shall be payable by us.
6. That, I take oath and solemnly declare/ affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there are no legal / criminal proceedings pending/ contemplated against our firm or any staff members of our firm. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / Investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been blacklisted by any Organization's/ Company.

9. That, I provide hereunder the following details of penalty imposed * , etc. on the Firm / Company by any Organization/ Company by way of monetary penalty or any other mode :

| S. No. | Details of Organization/ Company, etc. | Details of penalty imposed etc. |
|--------|--|---------------------------------|
| 1. | | |
| 2. | | |

(*) Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

DEPONENT

Place:

BANK GUARANTEE PERFORMA

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt (hereinafter called “the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated made between..... and of **EMD/Performance Security** for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for **Rs.** (Rupees.....) (indicated the name of the bank) at the request of contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs. Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.
2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.**
3. We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.
4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the Guarantee thereafter.
5. We further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers

exercisable by the IGNOU against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to **Rs.** And shall remain in force until Unless acclain or suit under this guarantee is filled with us on before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the date of20

For

(Indicate the name of bank)

Signature

Name of the Officer

(In block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]

AGREEMENT FOR SUPPLY OF MANPOWER

This agreement entered into on this _____ Day of _____ 20

Between

Indira Gandhi National Open University having its before at Maidan Garhi, New Delhi-110068 through its authorized signatory, Registrar (Administration), (hereinafter 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

_____ (Name of the Contractor), 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 “Manpower Agency”, 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.

Both the aforesaid, collectively, hereinafter, referred to as “Parties”.

WHEREAS the Contractor is engaged in the business of Manpower Services (manpower Supply)

WHEREAS the Contractor has expressed its keen desire to provide the aforesaid services to the University.

AND WHEREAS on the aforesaid representation made by the Contractor to the University, IGNOU is desirous of entrusting the development of Computer Operator, Stenographer, Junior-Assistant-cum-Typist (Skilled & Un-skilled Daily Wages) (Here-in-after referred to as “Temporary Personnel”) at the Regional Centre, presently situated at IGNOU Regional Centre, _____, or at such other place to which Regional Centre might shift and the Contractor has agreed upon to provide the said Personnel on the terms and conditions, as placed upon by the Parties hereunder.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Covenants by the Parties:

- 1.1. The Contractor will supply the University with suitable Temporary Personnel whose antecedents have been duly verified and found suitable by the Contractor to carry out work, for the University of such nature, as the University will notify to the Contractor when placing its order for Temporary Personnel on daily wage basis. The Contractor while supplying such Temporary personnel shall furnish and “Undertaking” to the effect that the antecedents of such temporary Personnel has been duly verified and found suitable by him/her.
- 1.2. The Contractor will provide to the University the Bio-data with photograph of the Temporary Personnel at the time of deployment to the University, and also submit a Character Certificate from Class-I Gazetted Officer or First Class Magistrate in respect of each such Temporary Personnel.
- 1.3. The Contractor will pay each Temporary Personnel the minimum wages as notified from time to time and subsequently submit the bill for the amount so disbursed for reimbursement by the University to which the Contractor is entitled by the reason of rendering services to the University.
- 1.4. The Contractor shall abide by the laws of the land including various Labour Laws, the Companies Act, 1956, Tax deduction liabilities, Welfare and safety measure of the Temporary Personnel including Registrations the Provident Fund Officers. Employees State Insurance Corporation, Sales Tax, Municipal registrations, etc. that enjoin in such case 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 the University in any way what-so-ever. The University will reimburse the statutory EPS/ESI authorities as employer’s contributions, on receipt of proof of deposit in respect of EPF/ESI. The Challan to be submitted should exclusively pertain to the Temporary Personnel provided to the University only.
- 1.5. The Contractor will deposit Rs. 20,000/- (Rupees Twenty Thousand Only) as Security Deposit and no interest will be paid for the Security Deposit. The Security Deposit will be paid through a Demand Draft in favour of Indira Gandhi National Open University drawn on Nationalized Bank payable at _____. This Security Deposit shall be refundable within 30 days from the date of Final Settlement of Accounts between the parties when the term of this Agreement or the Renewal Agreement (if any) comes to an end.
- 1.6. The contractor will comply with all the Central, State and Local Laws etc. requiring Business Permits, Certificates, and License required to carrying out the services to be performed under this Agreement.
- 1.7. The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and Contract Labour (Regulation & Abolition) Central Rules, 1971. The Contractor 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. Contractor will provide the University with a copy of all relevant permits, certificates and licenses.

- 1.8. The Name, Address and other particulars of the Contractor should exactly match with those mentioned in all the Licenses/Registrations/ Certificates etc. issued by the various authorities. It is Contractor's responsibility to keep all the License/ registrations/ Certificates, etc. issued by the various authorities valid during the period of registration. Contractor should produce all the renewed Licenses/ Registrations/ Certificates, etc. to the registering authority well before their expiry.
- 1.9. The Contractor shall ensure that any details of the University, Operational Process. Technical Knowhow, Security Arrangements, and Administrative/ Organizational Matters are not divulged or disclosed to any person by the Temporary Personnel deployed in the University.
- 1.10. The Contractor has to ensure that the Temporary Personnel deployed are not forming any Associations/ Forum in respect of IGNOU matter nor they should be allowed to join in any Association/ Forum of IGNOU.
- 1.11. The Contractor has to ensure timely deployment of Temporaries as required by IGNOU and fulfill other obligation stated in the above said terms and conditions, failing which penalty will be imposed by the University on case to case basis from time to time. The decision of the University will be final in this regard.
- 1.12. The Penalty referred to under Clause 1.11 shall be imposed at the rate 2% (Two percent) per week on the monthly payable amount subject to a maximum delay of three weeks. In the event the delay exceeds weeks period, the IGNOU will also hold the option for cancellation of the services and contract any other Contractor for the desired services and invoke Clause 2.6 for forfeiting the Security Deposit of the contractor, Furthermore, it is agreed that:
- (I) The payment of deduction of such sum shall not relieve the contractor from his obligations to continue providing services or from his other obligations and liabilities under the contract.
 - (II) Further, relevant clauses of the Agreement may also be invoked in case of unsatisfactory performance. In such even, Security Deposit may also be forfeited by IGNOU.
 - (III) 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, in this regard will be binding and no appeal will lie against his decision.
- 1.13. The University will notify to the Contractor the exact requirements by providing full details of the work, and in particular, the required special skills for such work for which the Temporary Personnel is required. The Contractor shall be bound to supply such Temporary Personnel within 7 days of such request notification being made by the University.
- 1.14. The IGNOU reserves the right to cancel the Contract Agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work Contract. In such eventuality, IGNOU further reserves the right to get of the work done from the open market or through some other agencies.

- 1.15. Any person, who is in Government Service or an employee of the University or his/her family member, will not be made a partner to the Contract by the Contractor directly or indirectly in any manner whatsoever for which an undertaking will be furnished by the Contractor.
- 1.16. In every case in which by virtue of the provision of the Workman's Compensation Act, 1923, the University, is obliged to pay compensation to such person employed by the Contractor in execution of the work, it will be entitled to recover the said amount of compensation so paid, from the Contractor.
- 1.17. The Contractor will indemnify the University against any and all damages/ charges and expenses for which the University may be held liable or pay on account of negligence on the part of the Contractor or the Temporary Personnel or any person under his control whether in respect of accident, injury to any person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and damages thereof.
- 1.18. When a claim is preferred by the Contractor for a particular month, the claim/ document 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 will not be paid. The Contractor will also enclose the Acquittance roll with their bill for the respective month which will also be verified and certified by the University from original documents to ensure that proper wages have been paid to the Temporary Personnel concerned. The wages have to be paid by the Account Payee Cheques/Electronic Transfer only. The payment towards reimbursement of paid wages will be made by the University within 10 days from the date of receipt of bills. This will be applicable to the payment of reimbursement of employer contribution already deposited by the Contractor.
- 1.19. The Contractor will be responsible for all losses/ damages to the University's property, under their charge or to the property specifically entrusted for safe custody to the personnel deployed by the Contractor. Any loss/ damage due to the negligence, carelessness or dereliction of the duty directly or indirectly on the part of this personnel will be made good by the Contractor. In case of any complaint, joint inquiry will be conducted by the University and report will be submitted to the Registrar (Administration), IGNOU for further action.
- 1.20. The Temporary Personnel so deployed will not indulge in any criminal activities, mal-practices or undesirable acts. In such case, they will be dealt with under the provision of law and Contractor will be fully responsible for their conduct.
- 1.21. The Contractor will continue to be responsible for the Temporary Personnel employed by him, in respect of terms and conditions of their service, payments, attendance, medical care, other disciplinary matters etc. and further they will remain fully under the administrative and financial control and supervision of the contractor, 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.
- 1.22. The Temporary Personnel deployed by the Contractor to IGNOU will at no time be treated as employees of the University and also will have no claim to be regularized in the services of the University.

- 1.23. In Case of termination of the Agreement also, the Temporary Personnel deployed by the contractor shall not be entitled to any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in the University. The Contractor should communicate the above to all the Temporary Personnel deployed in their office by the Contractor.
- 1.24. The Temporary Personnel once posted shall not be changed without prior permission of the University. In case any of the Temporary Personnel is found to be posted without the previous knowledge of the University, the University shall not be liable to pay for such Temporary Personnel.
- 1.25. The contractor will have to change over or replace the Temporary personnel as and when required by the University whether or not such personnel are found guilty of any misconduct. It will not be necessary for the University to assign any reason to the Contractor or the concerned person or any other person in respect of any such change and replacement required by the University.
- 1.26. The Contractor shall deploy only those Temporary Personnel whose antecedents have been verified by the Police Authorities i.e., by the concerned Police Station in whose jurisdiction the Temporary Personnel to be duly corroborated by a valid "Proof of Residence" in respect of such Temporary Personnel.
- 1.27. The payment shall be made only to the Contractor on monthly basis as per actual services rendered to the University for the Effective Operation of the Agreement, on the rates specified and settled in the tender notice. However the rate is changeable bases 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.
- 1.28. The skilled or Unskilled persons (as the case may be) should be at least:
- (a) Computer Operator – Degree from a recognized University with diploma/ Certificate in Computer Application, Programming (Speed of 8000 key depression per hour)
 - (b) Stenographer – Matriculation or equivalent with 80 w.p.m in shorthand and 40 w.p.m. in typing in English and Computer knowledge. Graduate is preferable.
 - (c) Jr. Assistant-cum-Typist – Matriculation or equivalent with knowledge of typing 40 w.p.m. in English and knowledge of Computer. Graduate is preferable.
 - (d) Unskilled/Attendant – The candidate should be passed 8th standard and physically well-built who can read and write in English and Hindi.
- 1.29. The contractor has to provide the proof regarding the Account Payee Cheques of salary paid/ electronic transfer of salary to the Temporary Personnel Provided by the contractor to IGNOU.
- 1.30. The Contractor will provide proof for having deposited the statutory deduction towards EPF and ESI including employer's contribution toward them should be provided along with the bill to be submitted for the succeeding month which will then be reimbursed, after verification by the University.
- 1.31. Once the financial year is over the Contractor 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 Temporary Personnel by the Contractor.

- 1.32. If any employee of the Contractor lodges a complaint with the University for non-payment of wages by the Contractor, the Contractor will have to explain to the University the valid reason, within 7 days from the date of inquiry by the University as to why the Payment has not been made to the individual, if the University is not satisfied with the reason given by the contractor, the University will make the payment to the individual and recover the required amount from the Contractor's bill.

2. Other Terms and Conditions:

- 2.1. This Agreement will be effective for a period of Two (02) years, commencing from _____ 201_____ to _____ 201_____, unless it is curtailed or terminated by the University owing to deficiency of services, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.
- 2.2. The contract shall automatically expire and cease to be in operation after Two (02) year from the date of 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.
- 2.3. Then University reserves right to terminate the Agreement during the entire period of Contract without assigning any reason after giving one month's notice in writing to the Contractor. All liabilities of the University from the Agreement will cease on expiry of the said period of one month.
- 2.4. Without prejudice to the above, the University will be entitled to terminate this Agreement without the retirement to give advance notice in the event of any breach or violation by the Contractor of any terms of this Agreement or in the event of the Contractor acting against the University or in the event of any Temporary Personnel provided by the Contractor 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. Forthwith upon termination as aforesaid, the liability and obligation of the University under the Agreement will cease to operate.
- 2.5. Tender document and all the communication with the contractor, will form part of this agreement. The contractor will be bound by the details furnished by it to the University, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable from legal action besides termination of contract.
- 2.6. In the case of non-commencement of work or unsatisfactory performance of work contract or breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the contractor will liable to be forfeited by the University besides annulment of the contract.
- 2.7. The University shall not be liable for any loss, damage, theft, burglary or robber of any personal belongings, equipment of vehicles of the engaged personnel.
- 2.8. In case, the contractor fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the IGNOU is put to any loss/obligation, monetary or otherwise, the IGNOU will be

entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss of obligation in monetary terms.

- 2.9. The contractor shall maintain all statutory registers under the applicable laws. The contractor shall produce the same, on demand, to the concerned authority of the IGNOU or any other authority under law.
- 2.10. That the personnel deployed shall not be below the age of 18 years.
- 2.11. The contractor shall not assign, transfer, pledge or subcontract the services.
- 2.12. The persons engaged by the contractor should not have any adverse Police records/ criminal cases against them. The contractor would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the contractor before their deployment through the local police.
- 2.13. Decision of the University in regard to interpretation of the terms and conditions of the Agreement shall be final and binding on the Contractor.
- 2.14. Any dispute arising out of an in relation to this agreement shall be subject to jurisdiction of Courts of Delhi/ New Delhi only an no other court shall have the jurisdiction.

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

For and on behalf of IGNOU

For and on behalf of Contractor

Authorized Signatory
Registrar (Administration)
IGNOU, New Delhi

Authorized Signatory
M/s _____

| | |
|---|---|
| <p>Date: _____</p> <p>Place: _____</p> <p>In the presence of: (Representatives from IGNOU, New Delhi)</p> <p>(1) Name _____ Address _____</p> <p>(2) Name _____ Address _____</p> | <p>Date: _____</p> <p>Place: _____</p> <p>In the presence of: (Representatives from M/s _____</p> <p>(1) Name _____ Address _____</p> <p>(2) Name _____ Address _____</p> |
|---|---|

NOTE ON RENEWAL AGREEMENT FOR MANPOWER AGENCY

Please Read the following carefully before preparing the Renewal Agreement.

1. This Renewal Agreement should be executed on Non-judicial stamp paper of Rs. 100/- value.
2. The clauses/ words not applicable or relevant must be deleted.
3. The Agreement must be signed only by the Authorized Signatory (ies) on behalf the Lessor/ Agency. Please verify that the Renewal Agreement has been signed by the same person (s) who have signed the Original Agreement. If this is not the case, supporting documents indicating due authorization to the persons signing the Renewal Agreement must be submitted.
4. The date in the first line of the Renewal Agreement must be left blank. This will be filled by the Headquarters.
5. RD/DD/DR/AR/SO (one of them) should sign the Agreement as Witness on behalf of IGNOU.