



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL CENTRE**

**“GYAN VATIKA” 14, Hindustan Colony, Amravati Road,
NAGPUR - 440 033**

Website: <http://rcnagpur.ignou.ac.in>; www.ignou.ac.in

E-mail:< rcnagpur.ignou.ac.in> Phone: 0712-2536999, 2537999

Dated: 10-02-2016

**TENDER
INVITATION**

Indira Gandhi National Open University provides education through open and distance mode, which inter-alia involves distribution of study/examination material to students and examination centres located at various places. In order to meet periodic requirements the university requires additional hands of skilled person to render different services:

The University has its Regional Centre at Nagpur. The Regional Centre, IGNOU, Nagpur may require services of **Temporary** Junior Assistant-cum-Typist, Computer Operator, Stenographer, Multi Tasking Staff (Attendant/Helper) etc. **on Daily Wage Basis** to cater to special needs. The qualification and experience for these would be as per the R & P Rules – 2010 of the University.

To meet such additional requirements, IGNOU invites sealed quotations **in two bids i.e. technical bid and financial bid** from reputed, experienced and financially sound manpower Agencies/Companies for providing skilled persons required on need basis, for the period of one year and may be extended as per norms.

The interested agencies may collect the tender document on payment of **Rs.500/-** in cash from **IGNOU Regional Centre, “GYAN VATIKA” 14, Hindustan Colony, Amravati Road, NAGPUR - 440 033** between 09:30 A.M. to 06:00 P.M. on all working days except Saturday and Sunday and Government holidays till **15:00 hrs of 29.02.2016**.

The tender form can also be downloaded from IGNOU’s **web site i.e., <http://rcnagpur.ignou.ac.in>, www.ignou.ac.in**. The cost of tender forms in such cases is to be deposited through a Demand Draft for Rs. 500/- (Rupees Five Hundred only) in favour of **IGNOU** payable at **Nagpur** at the time of submission of tender documents.

The interested Companies/Firms/Agencies can submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) refundable (interest free) through DD from a Nationalized Bank in favour of **IGNOU** payable at **Nagpur** and other requisite documents by Committee at IGNOU Regional Centre, “GYAN VATIKA” 14, Hindustan Colony, Amravati Road Nagpur-440033 up to 15: 00 hrs of 04.03.2016. **The tenders shall not be entertained after this deadline under any circumstances whatsoever.**

The tenders will be opened by the **Tender Evaluation Committee** in the presence of the tenderers or their representative who wish to be present on the occasion. The **Technical bid** will be opened by Committee. The date will inform to tenderers. The contacts No. may please indicate on envelop. The scrutiny of the contents of technical bid will be done by the Tender Evaluation Committee. **Financial bid** shall be opened after acceptance of the technical bid. Financial bid shall be opened in respect of only those bidders whose technical bid gets qualified. Canvassing in connection with the tender is strictly prohibited.

IGNOU reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to accept or reject any or all the tender(s) without assigning any notice or reason thereof. The decision of the Regional Director, IGNOU RC Nagpur in this regard shall be final and binding on all.

Regional Director



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General Instructions for Tenderers

1. Sealed tender in the prescribed form complete in all respects duly filled in, along with EMD of Rs. 10,000/- and all requisite documents shall be dropped in the Tender Box placed at IGNOU Regional Centre, **IGNOU Regional Centre, “GYAN VATIKA” 14, Hindustan Colony, Amravati Road, NAGPUR - 440 033** up to 15: 00 hrs of 04.03.2016. **(The tenders shall not be entertained after this deadline under any circumstances whatever).**
2. The Technical bid of the tenders will be opened by the Committee in the office of Regional Director by a Tender Evaluation Committee constituted for this purpose in the presence of tenderers or representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time.
3. The offers in the prescribed format should be addressed to the Regional Director, under sealed cover. This is a two-bid system. The first cover shall be superscribed **“Tender for Technical Bid”**. The second cover shall be superscribed **“Tender for Financial Bid”** for providing Manpower. Both these Envelopes, after being sealed properly, shall be put into a third cover, which should be properly sealed before it is sent/submitted. The third sealed cover shall be addressed to the **Regional Director, IGNOU Regional Centre, IGNOU Regional Centre, “GYAN VATIKA” 14, Hindustan Colony, Amravati Road, NAGPUR - 440 033** . This cover should be superscribed. **“TENDER FOR PROVIDING OF MANPOWER”**.
4. The **Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only)**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft of a nationalized bank drawn in favour of IGNOU payable at Nagpur **failing which the tender shall be rejected summarily.**
5. The successful tenderer will have to deposit Security Deposit as per University norms in the form of Bank Draft/Bank Guarantee from a nationalized Bank in favour of IGNOU, payable at Nagpur covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Draft/Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of Security Deposit will not bear any interest whatsoever.
6. The tender form should be clearly filled in ink legibly or typed. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. The tenderer should quote the rates of **service charge** in figures as well as in words. **No overwriting or cutting is permitted in the financial Bid Form.** In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid, application must be initialled by the person authorized to sign the tender bids. Alteration, unless legibly attested by the tenderer, shall disqualify the tender. If, there is any correction in figure, the amount as appeared in words will be considered. The

tender form should be signed by the tenderer himself/themselves. The forwarding letter should be signed along with quotations.

7. Attested copies of the following documents **along with the Technical Bid** are required to be enclosed failing which their bids shall be summarily /out-rightly rejected and will not be considered any further:-

- a) Attested Copy of Certificate of Registration under Companies Act 1956 or Contract Labour (Regulation & Abolition) Act 1970.
- b) Attested Copy of the Service Tax Registration certificate.
- c) Attested Copy of EPF certificate allotted by the Provident Fund Commissioner.
- d) Attested Copy of ESI certificate.
- e) Copy of PAN/GIR card allotted by the Income Tax Department to the tenderer.
- f) Certified Copies of Income Tax Return for last three years filed with the Income Tax Department.
- g) Certified copy of List of clients.
- h) An undertaking in the prescribed format.
- i) Annual Turnover of last three financial years with balance sheets and Income and Expenditure Statements duly certified by the Chartered Accountant.
- j) Certified documents in support of entries in column 18 of Technical Bid application;
- k) Copy of the terms and conditions at Annexure-1 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
- l) Certified copy of Statement of Bank Account for the last three years

8. Quotations must be unconditional. **The conditional bids shall not be considered and will be out-rightly rejected in very first instance.** Any alterations or changes in the rates in tender documents or any request to this effect will make the whole tender document invalid and liable to be rejected.

9. **Every page including terms and conditions of the tender document should be signed by the tenderer with the seal of the Agency/Firm.**

10. (i) The following information should be indicated on the envelope.

- a) Tender for Manpower
- b) Name of the Firm.....
- c) Last date of the submission of Tender up to 15: 00 hrs of 04.03.2016.

(ii) Forwarding letter should clearly indicate the list of enclosures.

11. The tenderer shall give an undertaking to the University not to charge any kind of fee from the persons to be sponsored for deployment in IGNOU. Any complaint from the staff sponsored in this regard, the University reserves the right to initiate action.

12. The tenderer will undertake to pay the approved wages to the persons deployed in IGNOU, Regional Centre, Nagpur.

13. Payment to the Provider/Agency shall be made through an Account Payee Cheque only for deployment of temporary workforce after showing the proof for having made disbursement by 10 of each month for previous month. The University shall make the payment within 10th days from the date of receipt of the bill and /or other documents /proof of payment etc.

14. Reimbursement of amount on account of EPF/ESI will be made only after production of proof for having paid the said amount to respective authorities. A certificate to this effect is to be provided along with the claim by the Agency. The Challan should pertain only to the persons provided to IGNOU.

15. The tenderer should take care that the rates of service charge and amount should 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.

16. The University will deduct Income Tax, and Educational Cess at source Under Section 194-C of the Income Tax Act, 1961 from the tenderer on the income comprised there in and other service charges, as per the instructions issued by Government of India from time to time.

17. The Service Tax as levied by the Government will be paid to the successful tenderer in the respective month. However, the second month bill should have the proof of payment of service tax for the previous month and so on.

18. Terms and conditions given in Annexure-I of this tender document, (as Agreement will govern all the operations) will have to be complied with by the successful bidder. The provider should affix his signature in token of his acceptance of all terms and conditions. Besides the successful bidder should have to execute the agreement.

19. The University reserves the right to have a panel made out of the tenders submitted and in case the tenderer selected fails to do the job successfully or leaves the job in middle of the contract period, the next tenderer will be offered the assignment for the remaining period of the first award of the contract.

20. The University reserves the right to cancel/reject full or any part of the tender for which tenderers do not fulfil the conditions stipulated in the general instructions and terms and condition and no correspondence thereof shall be entertained whatsoever.

21. Tenderer submitting a tender would be presumed to have considered and accepted all the terms and conditions given in Annexure-I of the tender document. The tenderer is required to return the "Terms and Conditions" to the University

along with sealed tender after signing each and every page in token of acceptance of the same. No enquiries, either verbally or written, shall be entertained in respect of acceptance/rejection of the tender.

22. Any act on the part of the tenderer to influence anybody in the University or otherwise would render the tender liable for rejection.

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

24. The successful tenderer shall not engage any sub-contractor or transfer the contract to any other person/agency/firm in manner.

25. The staff deployed provided by the Agency for day to day work will work under the supervision of the officials of the Regional Centre with which the temporary persons are attached.

26. University reserves the right to accept or reject any bid irrespective of its being the lowest in the interest of the University. In awarding the contract, interest of the University shall be paramount and in this regard the decision of the University shall be final.

TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY/ FIRM/ AGENCY

1. The tendering manpower Company / Firm / Agency should fulfil the following technical specifications:

(a) The manpower Company /Firm/Agency should be registered with the appropriate registration authority;

(b) The Company / Firm / Agency should have at least three years experience in providing manpower to Private Companies, Public Sector Companies / Banks and Government Departments etc;

(c) The Company / Firm / Agency should have its own Bank Account;

(d)The Company / Firm / Agency should be registered with Income Tax and Service Tax departments;

(e)The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

TENDER FORM FOR PROVIDING MANPOWER

For Technical **Bid**

1. Cost of Tender Rs. 500/-
2. Due date for the tender – Receivable up to 15:00 hrs of 04.03.2016.
3. Opening time and date of the Tender _____
4. Name of tendering Company/Firm Agency
.....
5. Registration No. under Companies Act 1956 or contract Labour
(Regulation & Abolition)/ Act 1970:
(Attach certificate of registration)
6. Name of proprietor/Director of Company/Firm/
.....
7. Full Address of Reg. Office:
.....
.....
Telephone No
FAX No.
E-Mail Address
8. Full Address of Operating/Branch Office:
.....
.....
Telephone No
FAX No.
E-Mail Address
9. Banker of Company / Firm / Agency with full address:
.....
.....
.....
.....
.....
(Attach certified copy of statement.....
of A/c for the last three years).....
Telephone No: of Banker:

10. PAN/GIR No. :.....
(Attach attested copy)
11. Service Tax Registration No.:
(Attach attested copy)
12. EPF Registration No:
(Attach attested copy)
13. ESIC Registration No. :.....
(Attach attested copy)
14. Please specify whether the firm is a Sole proprietorship or Partnership also specify the name, address and Telephone nos. of Directors/partners of the Firm.....
.....
.....
15. Annual Turnover of last three financial years with balance sheets and Income and Expenditure Statements.
16. Details of Earnest Money Deposit
 - a) Amount Rs. 10,000/- (Rupees in words Ten Thousand only).
 - b) Bank Draft No.....
 - c) Date of Issue.....
 - d) Name of the Bank.....
17. List of major clients (including reputed company/PSU) with details of manpower provided.

18. Additional information, if any
(Attach separate sheet, if required)

DECLARATION

1..... Son/Daughter/wife of Shri
.....signatory of the agency/firm. Mentioned above is
competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Date:
Place

Signature of authorized person
Full Name:
Seal:

Enclosures of Technical bid

1. Application – Technical Bid;
2. Attested Copy of Certificate of Registration under Companies Act 1956 or Contract Labour (Regulation & Abolition) Act 1970.
3. Attested Copy of the Service Tax Registration certificate.
4. Attested Copy of EPF certificate allotted by the Provident Fund Commissioner.
5. Attested Copy of ESI certificate.
6. Copy of PAN/GIR card allotted by the Income Tax Department to the tenderer.
7. Certified Copies of Income Tax Return for last three years filed with the Income Tax Department.
8. Certified copy of List of clients.
9. An undertaking in the prescribed format.
10. Annual Turnover of last three financial years with balance sheets and Income and Expenditure Statements duly certified by the Chartered Accountant.
11. Certified documents in support of entries in column 18 of Technical Bid application;
12. Copy of the terms and conditions at Annexure-1 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
13. Certified copy of Statement of Bank Account for the last three years

TENDER FORM FOR PROVIDING MANPOWER
For Financial Bid

1. University shall offer a fixed amount to manpower engaged respectively. However, the compensation will be revised as and when the rate of Dearness Allowances is revised by the Government of India with prospective effect from the date of issue of Office Order by IGNOU.
2. Name of tendering Company / Firm / Agency.....
3. Details of Earnest money deposit: Rs. 10,000/- (Rupees Ten Thousand Only) D.D No
Date Drawn on..... Bank
4. Firm's quotation will be for the following component /s only
 - a. Service charges @ % (In numbers and words)
.....
.....
 - b. Service Tax, if any
.....
 - c. Any other charges
.....
Any other Information
.....

Declaration by the Contractor

It is certified that I/we before signing this tender document have read and fully understood all the terms and conditions contained in the Annexure I and undertake myself/ourselves to abide by them.

Date:

Place:

Signature of the Tenderer

Name

Designation

Address Phone

No. (O)

Residence

Mobile No.

Email Address

TERMS AND CONDITIONS**1. Interpretation**

In these terms of business, (the Terms) the following expressions shall be given the meanings assigned to them hereunder:

1.1 'Assignment' means the period during which a Temporary performs services or carries out work for or on behalf of the University as agreed between the University and the Provider, commencing at the time the Temporary first reports to the University to take up duties (or, at earliest, the commencement by the Temporary of such work or services) and ending upon the cessation by the Temporary of all such work and services.

1.2 'The University' means Indira Gandhi National Open University (IGNOU).

1.3 'The Provider' means name of recruitment Provider or any of its subsidiary, associated or holding companies which has been appointed by IGNOU with a view to placing an order for the supply of Temporary manpower on daily wage basis.

1.4 'Temporary' means any person who is introduced or supplied by the Provider to the University with a view to carrying out work for the University. All and any business undertaken by the Provider is transacted subject to these terms, all of which shall be incorporated in any agreement between the Provider and the University. In the event of any conflict between these terms and any other terms and conditions, these terms shall prevail unless expressly otherwise agreed in writing. No variation in these terms shall be valid if made without the written consent of the Provider or other authorized officer of the Provider and the authorized officer of the University.

2. General

2.1 The contract is awarded for a period of one year at the first instance and the date will be reckoned from the date of award of contract, unless it is curtailed or terminated by this University owing to deficiency of service, sub-standard quality of temporary personnel deployed, breach of contract, reduction or cessation of the job requirements etc. On expiry of the said period of Contract, the period of Contract may be extended on mutual consent on the same rates and terms and conditions up to a maximum period of two years.

2.2 The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this University.

2.3 The University, at present, has requirement of **Temporary** Junior Assistant-cum-Typist, Computer Operator, Stenographer, Multi Tasking Staff (Attendant / Helper) etc. **on Daily Wage Basis** on urgent basis. The requirement of the University may increase or decrease during the period of initial contract also and the tender would have to provide additional temporary personnel, if required on the same terms and conditions.

2.4 The tenderer will be bound by the details furnished by him / her to this University, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

2.5 The University reserves right to terminate the contract during initial period also after giving a month's notice to the contracting agency.

3. Obligations of the Provider/Tenderer.

3.1 The Provider will introduce to the University a suitable Temporary Personnel to carry out work for the University of such Nature as the University shall notify to the Provider when placing its order for a Temporary Personnel on daily wage basis.

3.2 The provider shall ensure that the individual deployed in the University conform to the educational and skill qualification as per R & P Rules 2010 of the University (Annexure – II).

3.3 The provider shall provide to the University following documents in respect the personnel at the time of deployment to the University.

- i) Bio-data with photograph
- ii) Attested copy of matriculation certificate containing date of birth;
- iii) Attested copies of Certificates of relevant qualifications
- iv) Character certificate from Class-I Gazetted Officer/Magistrate First Class/Group 'A' Officer of the Central/State Government;

3.4 The person deployed shall be required to report for work at 9:30 hrs. to the office and would leave at 18:00 hrs. In case, person deployed is absent on a particular day or comes late /leaves early on three occasions, one day wage shall be deducted.

3.5 The Provider will pay each Temporary Personnel the specified compensation 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.

3.6 A claim is preferred to enable the University to pass the bill of the Provider for that month. These documents will be verified and certified by

the University staff assigned for this purpose from the original documents. If the Provider fails to do so, his bill will not be paid. Provider will also enclose the Acquaintance Roll with their bill for that month which will also be verified and certified by the University from original documents to ensure that proper wages have been paid to the personnel concerned. The wages have to be paid by Account Payee Cheques only. The payment towards reimbursement of paid wages will be made by the University within 10 days to the date of receipt of bills. This shall also be applicable to the payment of reimbursement of employer contribution for EPF/ESI already deposited by the provider.

3.7 In case, the person employed by the provider commits any act of omission/ Commission that amounts to misconduct/ indiscipline/ incompetence, the provider will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the University.

3.8 The provider shall replace immediately any of its personnel who are found unacceptable to this University because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from this University.

3.9 The Provider shall be solely and exclusively liable to discharge all statutory and other liabilities in respect of the Temporary hands provided to the University including but not limited to ESIC and EPF etc. The University shall have no liability whatsoever with respect to the aforesaid, except the reimbursement of statutory EPF/ESI, which the provider has deposited with the EPF/ESI, authorities as employer's contribution. The University shall reimburse on receipt of proof of deposit in respect of EPF/ESI. The Challan to be submitted should exclusively pertain to the persons provided to the University only.

3.10 The provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This University shall, in no way, be responsible for settlement of such issues whatsoever.

3.11 This University shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

3.12 The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this University during the currency or after expiry of the contract.

3.13 In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and

will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this University.

3.14 Provider shall 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 Provider. Any loss/damage due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of his personnel will be made good by the Provider. In case of any complaint joint enquiry will be conducted by the University and report submitted to the Registrar, IGNOU for further action.

3.15 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 Provider will be fully responsible for their conduct.

3.16 The Provider shall continue to be responsible for the personnel employed by him, in respect of terms and conditions of their service, payments, attendance, medical care, other disciplinary matters etc. who shall remain fully under the administrative and financial control and supervision of the Provider, 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.

3.17 The Temporary personnel deployed by the Provider to 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. But the Provider will not change the personnel once deployed by it in the University without prior permission of the University, as the frequent changes in deployment of Temporary may hamper the day to day work of the University.

3.18 The Provider shall 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 shall not be necessary for the University to assign any reason to the Provider or the concerned person or any other person in respect of any such change and replacement required by the University.

3.19 The Provider has to ensure that the Temporary 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.

3.20 The Provider has to ensure timely deployment of Temporaries as required by IGNOU and fulfil 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.

3.21 The tenderer will undertake not to charge any registration fee from the person to be sponsored except **Rs.300/-** being administrative expenses. Any complaint in this regard the University reserves the right to initiate appropriate action.

4. Legal Obligations of the Provider

4.1 The Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the University to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

4.2 The Provider shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this University or any other authority under Law.

4.3 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the University.

4.4 In case, the Provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the University is put to any loss / obligation, monetary or otherwise, the University 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 or obligation in monetary terms.

5. Financial Obligations of the Provider.

5.1 The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) (interest free), through a Bank Draft of a nationalized bank in favour of IGNOU, payable at Nagpur **failing which the tender shall be rejected outrightly**. No cash payment will be accepted.

5.2 The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest.

5.3 The successful tenderer will have to deposit **Rs. 30,000/-** (Rupees thirty thousand only) as **Security Deposit** in the form of Bank Draft/Bank Guarantee from any one of the nationalized bank in favour of **IGNOU** payable at **Nagpur** covering the period of the contract. The amount of Security Deposit will not bear any interest whatsoever, if the same is deposited through bank draft.

5.4 In case of breach of any terms and conditions attached to this contract, the Security Deposit of the agency will be liable to be forfeited by the university besides annulment of the contract.

5.5 The provider shall provide the proof for having deposited the Service Tax duly certified by the agency be submitted along with the bill of succeeding month. Moreover the Service Tax Challan should match the claim preferred against the University.

5.6 The successful tenderer has to provide the proof regarding the Account Payee Cheques of wages paid to the temporary personnel engaged by agency to IGNOU.

5.7 The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of the university.

5.8 Once the financial year is over the provider shall 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 persons by the provider.

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

6. Obligations of the University.

6.1 The University shall specify its exact requirements by providing full details of the work for which the Temporary Personnel is required and, in particular, by notifying the Provider of the required special skills for such work when placing its order. The University shall assign the duties of the personnel deployed by the Provider.

6.2 The University 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 the work done from the open market or through some other agencies.

6.3 Any person who is in Government Service or an employee of the University or his/her family members will not be made a partner to the Contract by the Provider directly or indirectly in any manner whatsoever for which an undertaking shall be furnished by the Provider.

6.4 In every case in which by virtue of the provision of the Workman's Compensation Act, the University, if obliged to pay compensation to such person employed by the Provider in execution of the work, the University will be entitled to recover from the Provider the amount of compensation so paid.

6.5 The provider shall indemnify the University against any and all damage/charges and expenses for which the University may be held liable or pay on account of the negligence of the provider or his servants or any person under his control whether in respect of accident, injury to the 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.

6.6 The University will not provide any medical facility, residential accommodation or any other facility to the Temporary personnel deployed to IGNOU by the Provider.

6.7 In consideration of the obligation undertaken by the Provider, under this Agreement, the University shall pay Providers charges on the basis of number of such personnel actually deployed by the Provider for the effective operation of this Agreement, on the rates specified in the tender notice. However the rate is changeable based on the percentage of Dearness allowances announced by the govt. of India from time to time.

6.8 The University shall be entitled to terminate the Agreement without assigning any reason merely by giving one month advance notice in writing to the Provider. All liabilities of the University from this Agreement shall cease on expiry of the said period of one month.

6.9 Without prejudice to the above, the University shall be entitled to terminate this Agreement without the requirement to give advance notice in the event of any breach or violation by the Provider of any terms of this Agreement or in the event of the Provider acting against the University or in the event of any temporary hand provided to the Provider having misconducted himself/herself in connection with the work of the University. The University shall 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 shall cease to operate.

6.10 There is no privacy of contract by and between the Provider and the University. The Temporary Personnel shall have no right to make any claim against the University directly or indirectly, monetary including wages or otherwise. They shall also have no right to claim for any regularization as well as no claim against the University of any Dues, statutory or otherwise. Similarly, even the representatives of any Temporary Personnel who have worked in the University shall have no right or claim against the University.

6.11 In the event of any dispute or differences arising between the parties in any manner relating to, in respect of or otherwise concerning this

Agreement, the same shall be settled by Sole Arbitration by a person nominated by the Vice-Chancellor of the University. The Provider shall have no objection to such Appointee. The award of the arbitration shall be final and binding to the parties. The arbitration proceedings shall be held at IGNOU, Headquarters, New Delhi.

The above terms and conditions are agreeable and as token of such acceptance accord the signature of the authorized signatory of the Firm hereunder:

SIGNED BY THE PROVIDER

.....
.....

Date:

Place:

ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID IN THE FOLLOWING ORDER

1. Application – Technical Bid;
2. Attested Copy of Certificate of Registration under Companies Act 1956 or Contract Labour (Regulation & Abolition) Act 1970.
3. Attested Copy of the Service Tax Registration certificate.
4. Attested Copy of EPF certificate allotted by the Provident Fund Commissioner.
5. Attested Copy of ESI certificate.
6. Copy of PAN/GIR card allotted by the Income Tax Department to the tenderer.
7. Certified Copies of Income Tax Return for last three years filed with the Income Tax Department.
8. Certified copy of List of clients.
9. An undertaking in the prescribed format.
10. Annual Turnover of last three financial years with balance sheets and Income and Expenditure Statements duly certified by the Chartered Accountant.
11. Certified documents in support of entries in column 18 of Technical Bid application;
12. Copy of the terms and conditions at Annexure-1 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
13. Certified copy of Statement of Bank Account for the last three years

Annexure – II

Sl.No.	Name of the post	Essential Qualification & Experience	Desirable
1.	Junior Assistant-cum-Typist	10+2 or its equivalent and typing speed of 40 wpm. in English or 35 wpm. in Hindi on Computers	A Bachelor's Degree from a recognised University
2.	Computer Operator	BCA or Graduation with PGDCA or BSC in Computer Sc./ Engg./IT or BBA in IT from a recognized university and working knowledge of office assistance tools like MS OFFICE or Open OFFICE etc. Also 'O' level of DOEACC after Graduation from a recognized university may apply.	--
3.	Stenographer	10+2 or its equivalent and 80 w.p.m. in shorthand and typing speed of 40 w.p.m. in English or 35 w.p.m. in Hindi on computers.	1. A Bachelor's Degree from a recognized University. 2. Knowledge of computers.
4.	Multi Tasking Staff	10 th Pass or ITI equivalent.	

UNDERTAKING

I/We kindly undertake to provide/sponsor persons as required in the Tender Document as per the terms and conditions specified therein.

I/We undertake not to charge more than **Rs. 300/-** (Rupees Three Hundred Only) towards Administrative expenses from the persons to be deployed in IGNOU.

Name of Proprietor/Firm

Signature of the Authority/Authorized

Persons (with seal)

Date:.....

Place:.....

MANPOWER

AGREEMENT FOR SUPPLY OF MANPOWER

This agreement entered into on this _____th day of _____, 20____

Between

Indira Gandhi National Open University, having its office 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

M/s _____, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "Contractor " which expression unless it be repugnant to the context or meaning thereof will include its officials, successors, representatives and assigns) and represented herein through its _____, Mr. _____, duly authorised vide _____, of the Second part.

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

WHEREAS the Contractor is engaged in the business of _____;

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 deployment of _____ (hereinafter referred to as 'Temporary Personnel') at their Regional Centre, presently situated at _____ 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 agreed upon by the Parties hereunder.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH 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 to carry out work, for the University of such nature, as the University will notify to the Contractor when placing its order for a Temporary Personnel on daily wage basis.

- 1.2 The Contractor will provide to the University the Bio-Data with photographs 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.
- 1.3 The Contractor will pay each Temporary Personnel the wages as notified by the University from time to time and subsequently submit the bills for the amount so disbursed for reimbursement by the University to which the Contractor is entitled by reason of rendering services to the University.
- 1.4 The Contractor shall abide by all laws of the land including Labour Laws, Company Act, Tax deduction liabilities, Welfare and safety measure of the Temporary Personnel and all other obligations including registrations with Provident Fund, Employees State Insurance, Sales Tax, Municipal Registrations etc., that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor, and it shall not involve the University in any way what-so-ever. The University will reimburse the statutory EPF/ESI that the Contractor has deposited with the EPF/ESI authorities as employer's contribution, on receipt of proof of deposit in respect of EPF/ESI. The Challan to be submitted should exclusively pertain to the Temporary Personnel provided to the University only.
- 1.5 The Contractor will deposit Rs.30,000/- (Rupees Thirty 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 on Nationalized Bank payable at Nagpur.
- 1.6 The Contractor will comply with all the Central, State and local laws, etc., requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.
- 1.7 The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971. 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 issued by various authorities. It is Contractor's responsibility to keep all the Licenses/ Registrations/ Certificates issued by various authorities valid during the period of registration. Contractor should produce all the renewed Licenses/Registrations/ Certificates to the registering authority well before their expiry.
- 1.9 The Contractor shall ensure that any details of the University, operational process, technical know-how, 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 Association/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.
- 1.12 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.
- 1.13 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 the work done from the open market or through some other agencies.
- 1.14 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.
- 1.15 In every case in which by virtue of the provision of the Workman's Compensation Act, the University, if obliged to pay compensation to such person employed by the Contractor in execution of the work, will be entitled to recover the said amount of compensation so paid, from the Contractor.
- 1.16 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.
- 1.17 When a claim is preferred by the Contractor for a particular month, the claim/ documents will be verified and certified by the University staff assigned for this purpose from the original documents. If the Contractor fails to do so, his bill will not be paid. The Contractor will also enclose the Acquaintance 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 Account Payee Cheques 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.
- 1.18 The University will not provide any transport, canteen, medical, accommodation or any other facility to the Temporary personnel provided to IGNOU 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 Contractor. Any loss/damage due to the negligence, carelessness or dereliction of 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 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 the 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 this 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.
- 1.27 Payment shall be made only to the Contractor and on monthly basis as per actual services rendered to the University for the effective operation of this Agreement, on the rates specified and settled in the tender notice. 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.
- 1.28 The skilled/unskilled persons should be at least:

- a) **Computer Operator** – BCA or Graduation with PGDCA or BSC in Computer Sc./Engg./IT or BBA in IT from a recognized university and working knowledge of office assistance tools like MS OFFICE or Open OFFICE etc. Also “O” level of DOEACC after Graduation from a recognized university may apply.
- b) **Stenographer** – 10+2 or its equivalent and 80 w.p.m. in shorthand and typing speed of 40 w.p.m. in English or 35 w.p.m. in Hindi on computers.

Desirable : 1. A Bachelor’s Degree from a recognized University.
2. Knowledge of computers.

- c) **Jr. Assistant-cum-Typist** – 10+2 or its equivalent and typing speed of 40 w. p. m. in English or 35 w.p.m. in Hindi on Computer

Desirable : - A Bachelor’s Degree from a recognized University.

- d) **Multi Tasking Staff** – 10th Pass or ITI equivalent

- 1.29 The Contractor has to provide the proof regarding the Account Payee Cheques of salary paid 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 towards them and Service Tax 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 The proof for having deposited the Service Tax should be submitted by the Contractor along with the bill of succeeding month. Moreover the Service Tax challan should match the claim preferred against the University.
- 1.32 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.
- 1.33 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 ____ year, commencing from ____th of _____, 20____ to ____th of _____, 20____, unless it is curtailed or terminated by the University owing to deficiency of service, sub-standard quality of attendants deployed, breach of contract, reduction or cessation of the requirements of work.

- 2.2 The contract shall automatically expire after _____ year from commencement of the contract unless extended further for such period and on such terms and conditions as may be deemed fit and proper by the University and agreed upon by the Parties in writing.
- 2.3 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 Contractor. All liabilities of the University from this 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 requirement 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 Decision of the University in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Contractor.
- 2.6 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 Delhi/New Delhi only and 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.

Signed by the Indira Gandhi National Open University

In the presence of : -

Witness –

Address

Signed for and on behalf of the Contractor

.....

In the presence of : -

Witness

Address

