

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
REGIONAL CENTRE, SHILLONG**

NEHU Campus, Umshing, Mawkynroh, Shillong-793022

PHONE NO: 0364-2550088/2550102

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**TENDER NOTICE FOR ENGAGEMENT OF MANPOWER AGENCY**

Sealed tenders are invited from Manpower Agencies for providing personnel on Contractual basis. Tender documents can be downloaded from IGNOU Regional Centre, Shillong website <http://ignoushillong.nic.in> and [www.ignou.ac.in](http://www.ignou.ac.in). Downloaded form can be submitted along with Demand Draft of Rs.500 in favour of IGNOU payable at Shillong in addition to EMD.

**Last date to deposit Tender Form is on or before 5:00 PM of 16<sup>th</sup> February 2017.**

**Regional Director**



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**TENDER**

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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 centre's located at various places. In order to meet periodic requirements, the University requires additional hands of skilled person to render different services.

The IGNOU Regional Centre, Shillong may require of Driver, Multi Tasking Staff (Attendant), Mali & House Keeping (sweeping & cleaning) etc on contractual basis as per requirement of Regional Centre. 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 up to two years as per norms subject of approval from HQ.

The tender form can be downloaded from Regional Centre website <http://ignouhillong.nic.in> or IGNOU's web site [www.ignou.ac.in](http://www.ignou.ac.in). The cost of tender form in such cases is to be deposited through a **Demand Draft for Rs. 500/- (Rupees Five Hundred only) in favour of IGNOU payable at Shillong** 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 Demand draft/pay order/banker's cheque in favour of **IGNOU payable at Shillong** and other requisite documents by **16<sup>th</sup> February 2017, 05:00 PM at IGNOU Regional Centre, Shillong**.

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 at Regional Director's chamber, IGNOU Regional Centre, Shillong on **17<sup>th</sup> February, 2017 at 11.00 AM**. 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 Tender Evaluation committee, IGNOU Regional Centre, Shillong in this regard shall be final and binding on all.

Regional Director

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
REGIONAL CENTRE: SHILLONG.**

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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 deposited at **IGNOU Regional Centre, NEHU Campus, Umshing, Mawkynroh, Shillong-793022.**
2. The tenders shall not be entertained after this deadline under any circumstances whatever.
3. The Technical bid of the tenders will be opened on **17<sup>th</sup> February 2017 up to 11:00AM** in the Regional Director's chamber 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.
4. The offers in the prescribed format should be addressed to the Regional Director, under sealed cover superscripted as **"Quotation for Manpower"**.
5. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand only), refundable (without interest), should be necessarily accompanied with tender of the agency in the form of Demand Draft in favour of IGNOU payable at Shillong failing which the tender shall be rejected summarily.
6. 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 Shillong covering the period of contract. In case, the contract is further extended beyond the initial period, Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of Security Deposit will not bear any interest whatsoever.
7. 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.
8. 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) Copy of the Service Tax Registration certificate.
  - b) Copy of EPF certificate allotted by the Provident Fund Commissioner.
  - c) Copy of PAN/GIR card allotted by the Income Tax Department to the tenderer.

- d) Copies of Income Tax Return for last three years filed with the Income Tax Department.
- e) Bank Statement for the last three years.
- f) List of clients for similar work.
- g) An undertaking in the prescribed format (ANNEXURE-III).

9. 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.

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

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 Shillong.

13. Payment to the Provider/Agency shall be made through an Account Payee Cheque/bank transfer for deployment of personnel at IGNOU Regional Centre, Shillong by the 7<sup>th</sup> of the following month. The Provider/Agency will disburse by 10 of each month in the following month without receipt of amount from IGNOU Regional Centre, Shillong for previous month. The university shall make the payment within 10<sup>th</sup> 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 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 to the persons provided to IGNOU.

15. The tenderer should take care that the rates of **service charge and amount should be written in figure and words** 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 fulfill 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 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 Regional Director of the Regional Centre, Shillong.
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 fulfill the following technical specifications:

(a) The manpower Company/Firm/Agency should be registered with Service tax department;

(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 Departments; In case name of Proprietor is registered with IT department, a separate certificate from authorized CA may be attached.

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

**ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID IN THE  
FOLLOWING ORDER**

1. Application for Financial Bid

2. Application for Technical Bid;

3. Attested copy of registration of agency;

4. Attested copy of PAN / GIR Card;

5. Attested copy of the latest IT return filed by agency;

6. Attested copy of Service Tax registration certificate;

7. Attested copy of the P.F. registration letter / certificate;

8. Certified document in support of financial turnover of the agency.

9. Certified document in support of entries in column 18 of Technical bid application.

10. Copy of the terms and conditions at ANNEXURE-I in Tender Document with each page duly signed and sealed by the authorized Signatory of the agency in token of their acceptance.

**TENDER FORM FOR PROVIDING MANPOWER**

**For Technical Bid**

1. Name of tendering Company/Firm Agency  
.....
2. Name of proprietor/Director of Company/Firm/.....  
.....
3. Full Address of Reg. Office: .....  
.....  
.....
- Telephone No.....
- FAX No.....
- E-Mail Address.....
4. Full Address of Operating/Branch Office: .....  
.....  
.....
- Telephone No.....
- FAX No.....
- E-Mail Address.....
5. Banker of Company / Firm / Agency with full address:  
.....  
.....  
.....  
(Attach certified copy of statement of bank A/c for the last three years)
- Telephone No: of Banker: .....
6. PAN/GIR No. :.....  
(Attach attested copy)
11. Service Tax Registration No.: .....  
(Attach attested copy)
7. EPF Registration No: .....  
(Attach attested copy)
8. 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.....  
.....

9. Annual Turnover of last three financial years with balance sheets and Income and Expenditure Statements.

(Attach certified copy of Income Tax Returns for last 3 years, other relevant statement / Papers)

10. 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.....

11. List of major clients (including reputed company/PSU) with details of manpower provided.

(Attach a separate sheet for the list.)

12. Additional information, if any

(Attach separate sheet, if required)

### DECLARATION

I..... 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.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

**TENDER FORM FOR PROVIDING MANPOWER**

**For Financial Bid**

1. University shall offer a present amount fixed by IGNOU to manpower engaged respectively (copy enclosed).

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

Service charges @ % (In numbers and words): .....

**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. I fully agreed and accepted with present rate and changed rate in time to time and all taxes as per government norms with terms and conditions mentioned **in ANNEXURE-I** by IGNOU.

Date:.....

Place: .....

Signature of the Tenderer

Name:

Designation:

(Seal)

Address: .....

.....

.....

Phone No: (O).....Residence: .....

Mobile No.....

Email Address: .....

## ANNEXURE I

### **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, substandard quality of temporary personnel deployed, breach of contract, reduction or cessation of the job requirements etc.

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 Driver & Multi Tasking Staff (Attendant / Helper) & House Keeping (sweeping & cleaning) etc on Contractual Basis. The requirement of the University may increase or decrease during the period contract also and the tender would have to provide additional 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 suitable 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 Personnel on contractual basis.

3.2 The provider shall ensure that the individual deployed in the University conform to the educational and skill qualification as under or IGNOU norms.

Sl. No.	Name of the Post	Essential Qualification & Experience	Pay
1	Driver	1. 10+2 Pass 2. 5 years valid license holders of Heavy/Medium motor vehicles 3. At least 3 years experience in driving a car/heavy/medium vehicle with knowledge of car mechanism	20,000/- (Consolidated/monthly)
2	Multi Tasking Staff	10th Pass or ITI Equivalent	19,000/- (Consolidated/monthly)
3	Mali	Able to read & write with 2 years experience in gardening	19,000/- (Consolidated/monthly)
4	House Keeping (Sweeping & Cleaning)	Able to read & write	6,600/- (Consolidated/monthly)

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 except House Keeping staff shall be required to report for work at 10:00hrs to the office and would leave at 18:00hrs. House Keeping staff will report at 7.00hrs and would leave at 15.00hrs. In case, person deployed is absent on a particular day or comes late /leaves early on three occasions, one day's wage shall be deducted.

3.5 The Provider will pay for 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/Bank transfer 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 employers 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 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 Personnel will hamper the day to day work of the University. **In case of resignation, 07 days prior notice should be given by Agency or 07 days wages (pay) will recovered from Agency. The penalty charges will be recovered from the present bill under intimation to the Agency.**

3.18 The Provider shall have to change over or replace the 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 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 Personnel 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.

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 shall be deducted at source as per the provisions of Income Tax Act, 1961, 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 Shillong 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 furnish Security Deposit as per university norms in the form of Bank Draft/Bank Guarantee from any one of the nationalized bank in favour of IGNOU payable at SHILLONG 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 claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned monthly 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.

**5.7 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.**

5.8 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:

Date:

Place:

SIGNATURE OF THE PROVIDER

**Annexure - III**

**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**

**Date:** .....

**Place:** .....

**Signature of the Authority/Authorized Persons (with seal)**