

ADDITIONAL TERMS AND CONDITIONS (ATC)

1. The Contractor must be registered in the state of Jharkhand with an office at Ranchi for which documentary evidence needs to be produced.
2. Bidders offer is liable to be rejected if they do not upload any of the certificates/documents sought in the bid document, ATC, and corrigendum, if any.
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.
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 Offices. Employees State Insurance Corporation, 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 whatsoever. 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.
5. The contractor shall comply with 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.
6. 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 Licenses/ 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. The skilled or Unskilled persons (as the case may be) should be at least:
 - a. Jr. Assistant-cum-Typist – 10+2 or equivalent with knowledge of typing 40 w.p.m in English and knowledge of computer. Graduate is preferable.
 - b. Unskilled/Attendant –The candidate should be 10th standard read and write in English and Hindi.
17. 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.
18. 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.

19. 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.
20. This 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.
21. 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 of the Agency, to the extent of the loss of obligation in monetary terms.
22. 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.
23. That the personnel deployed shall not be below the age of 18 years and above 60 years.
24. The contractor shall not assign, transfer, pledge or subcontract the services.
25. Decision of the University in regard to interpretation of the terms and conditions of this document shall be final and binding on the Contractor.
26. Any dispute arising out of an in relation to this agreement shall be subject to jurisdiction of Courts of Delhi/New Delhi only and no other court shall have the jurisdiction.