INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL CENTRE KARNAL

Tender document
For
Empanelment of Manpower Agency for providing Manpower Services
At IGNOU Regional Centre, Karnal

(Estimated Value: Rs. 10 Lakhs annually)

Details of the item	Outsourcing of Manpower Services
Tender Fees	NIL
EMD	Rs.50000/- EMD is subjected to exemption as per GeM Rules.
Tender Value	Tender value of Rs.10,00,000/-
Annual Average Turnover of the bidder	Annual Average Turnover of Rs. 3000000/- (Rupees Thirty Lakhs only) or above for each of the last 3 completed years i.e. 2023-24 , 2024-25 and 2025-26 from Manpower Service business.
Performance Security	03% of the annual tender value

Bidding document …….. may be downloaded from the given website:

Regional Director Head
Indira Gandhi National Open University
Regional Centre, Karnal
Plot No. 5, Sector 12, near Huda office, Model Town, Karnal, Haryana-132001
Phone: 0184-2271514
Website: rckarnal.ignou.ac.in

INDIRA GANDHI NATIONAL OPEN UNIVERSITY MAIDAN GARHI
REGIONAL CENTRE KARNAL -132001

The bidders having following minimum qualification are eligible for bidding:

a) The Bidder should be registered under Companies/Partnership/Societies Act etc., as applicable.
b) The Bidder must have valid license to work in state of Haryana and **should have their registered address in district Karnal.**
c) The Bidder should have at least **Five years of experience** as on the date of issuing of tender for providing manpower in Govt. organization/Universities (Centre and State Govt.)/PSUs/Autonomous Bodies/Other Centre and State Govt. Department.
d) The Bidder should have approvals from concerned regulatory authorities as applicable for carrying out the outsourced work.
e) The bidder's annual turnover should not be less than Rs. 30,00,000/- during the last three financial years in the books of Account.
f) The successful bidder (hereinafter referred to as 'Outsourcing Agency') so engaged will provide the services as defined above through its employees under direct supervision of IGNOU.
g) The outsourcing agency shall be the employer of the skilled and un-skilled personnel so deployed in the University under the contract and responsible for payment of wages etc. to the said personnel according to wage rules and regulations of Govt. of India, Ministry of Labour & Employment as and regards Wages/EPF/ESI and other benefits to their employees deployed at IGNOU. IGNOU shall reimburse to the Outsourcing Agency towards wages etc. and pay Service Charges to the Outsourcing Agency. The wages etc., will be reimbursed as per minimum wages as prescribed by Ministry of Labour and Employment as notified from time to time.
h) The outsourcing agency shall comply with all the legal provisions pertaining to line of business including but not limited to Labour Commissioner, Account in ESI/EPF and Income Tax Department for TDS.
i) No payment other than reimbursement of wages and service charges will be payable to the Outsourcing Agency. The Outsourcing Agency being the employer of the skilled and un-skilled personnel, shall ensure weekly off/holidays/leave as per existing laws.
j) The agency shall be required to provide additional manpower as and when required by IGNOU.
k) Violation of minimum wages act, Contract Labour Act, Govt. of India, Ministry of Labour and Employment Order and such other statutory provisions shall make the Outsourcing agency liable for disqualification and such tenders shall not be considered and rejected summarily without assigning any reasons. No communications will be entertained in this regard.
l) The bidder may inspect the site and satisfy himself before submitting the bid. The bidder will be deemed to have full knowledge of the site whether they inspected it or not and no claims or objections due to ignorance shall be considered.
m) The bidder should submit the attested copies of PAN No. / Valid EPF / ESI Registration No. License number under Contract Labour Act, proof of average annual turnover duly supported with audited balance sheet for the last three years, experience certificate supported by documents from the concerned departments along with Tender Document.

1.1 COMPLIANCE WITH THE TECHNICAL SPECIFICATION:-

i. The services offered shall be in accordance with the requisite terms & conditions/eligibility criteria contained in the Tender Document and in accordance with the minimum statutory requirement covered under Govt. of India Rules including Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF/ESI etc. with regard to manpower engaged by the outsourcing agency and which includes maintenance of Attendance Register, maintenance of Payment Register, Overtime Register etc. However, additional information /deviation from the IGNOU's requirement, if any, shall be clearly indicated along with the explanation.
ii. **The University reserves the right to fix the requirement and other aspects as per its actual requirement. The decision of the Tender Opening and Evaluation Committee duly constituted** by IGNOU shall be final in this regard and representation of any kind shall not be entertained. Any

attempt by any outsourcing agency to bring pressure of any kind may disqualify the bidder for the present tender and the outsourcing agency may be liable to be debarred from bidding for tenders in future for a period of three years besides forfeiture of the EMD.

iii. The outsourcing shall be responsible for the payments to manpower employed for the performance or carrying out the said work and that IGNOU shall in no event be liable for the same. The outsourcing agency shall keep IGNOU indemnified against the same and from all proceedings in respect thereof. The outsourcing agency shall open Saving Bank Account for each of the personnel in any nationalized bank.

iv. The outsourcing agency shall be responsible and shall pay all compensation to its employee's payable under the provision of the Workmen's compensation Act and amendments thereto. The **outsourcing agency** shall be responsible for and pay the expenses for providing medical treatment to the manpower deployed by it, who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the University premises.

v. The Manpower shall be deemed to be the employees of the **outsourcing agency** ***for all purposes including but not limited to the*** payment of wages, and all other obligations under labour laws, rules and regulations there under.

vi. IGNOU reserves the right to check the actual payment of the wages register maintained by the **outsourcing agency** and also the connected documents in respect of the above.

1.2 DUTY DAYS / HOURS

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

1.3 DETAILS OF MANPOWER REQUIRED:-

S.No	Category	Qualification	Job Description	No. of Manpower Required	Approx. Man hrs/per day requirement
1	Skilled	**Essential:-** • 10+2 or its equivalent with typing speed of 40 w.p.m in English or 35 w.p.m in Hindi on Computers. • Knowledge of Computer applications. **Desirable:-** • A Bachelor's degree from a recognized University • Shorthand speed @80 w.p.m	Typing, Stenography, Data Entry work in computer, diary / dispatch / filing	02	8 ½ hours (including half an hour Lunch break)
2	Unskilled	**Essential:-** 1. 8th Pass who can read write in Hindi/English. **Desirable:** 10th Pass	Physical maintenance of records, photocopying, sending of FAX etc., delivery of dak, opening and closing of rooms, cleaning/dusting of room	01	8 ½ hours (including half an hour Lunch break)

			etc.		

1.4 RESPONSIBILITIES OF THE OUTSOURCING AGENCY (SUCCESSFUL BIDDER):

I. The outsourcing agency (firm) should take utmost care not to leak/divulge any information of IGNOU, to any third party and full confidentiality shall be maintained.

II. The outsourcing agency shall maintain all the relevant records of manpower deployed by it in the University.

III. The transportation, food, medical, residential accommodation, bonus and other requirements in respect of each personnel of the outsourcing agency shall be the responsibility of outsourcing agency. In any event, if IGNOU is required to pay an amount on account of the above, the amount so paid shall be recovered from the Contractor.

IV. The losses sustained to the IGNOU due to negligence of the services of the outsourcing agency in the form of loss/damage of property will be recoverable from the outsourcing agency as per the estimation in terms of money value by IGNOU and the decision of IGNOU in this regard shall be final and binding on the outsourcing agency.

V. The outsourcing agency will ensure the character and antecedents of outsourced personnel to be deployed in IGNOU that have been got verified from the local police before deployment, at the cost / instance of the outsourcing agency. In case of doubt on any personnel the IGNOU reserves the right to get police verification of these personnel done if necessary and reject those not cleared by the police.

VI. The outsourcing agency shall be responsible for the behavior/conduct of persons deployed by the agency. IGNOU shall have the right to ask the outsourcing agency for removal of any person of the Agency who is not found to be competent and orderly in discharge of his/her duty.

VII. The outsourcing agency shall make payments to its employees (manpower deployed in the University) in strict observance of Labour law & Minimum Wages Act and other statutory requirements with regard to ESI/EPF/Gratuity/Paid holiday in respect of manpower deployed in the University. Any failure on the part of the outsourcing agency in this regard will entail termination of the contract and forfeiture of the Security Deposits in addition to other penal action as per law.

VIII. The outsourcing agency shall not engage/deploy the Child Labour which is prohibited under Child Labour (Prohibition and Regulation) Act 1986. Employment of such labour and violation of the said Act will lead to the termination of the outsourcing agency and legal action deemed fit by the IGNOU.

IX. There should not be any legal/criminal proceedings pending against the outsourcing agency or any staff of the agency.

X. The personnel deployed by the outsourcing agency at IGNOU shall at no time be treated as the employees of the University and also shall have no claim to be regularized in the services of the University.

XI. IGNOU shall not be responsible for any claim of whatsoever nature against the outsourcing agency from their party including claim, if any, from the personnel employed by the outsourcing agency and deployed at IGNOU offices.

XII. The outsourcing agency should indemnify the IGNOU at all times against all claims, damages or compensation under provision of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, The Maternity Benefit Act 1961, Shops and Essential Commodities Act, including any amendments to the said Acts or any other laws relation to such contracts made hereunder from time to time by Central or State Governments or any other Authorities. IGNOU shall not be subjected to own any responsibility under the provisions of any such Act, Law or Rules.

XIII. The **outsourcing agency** has to ensure that the personnel deployed are not forming any Association / Forum in respect of IGNOU matter nor they should be allowed to join in any Association / Forum of IGNOU.

1.5 Performance Evaluation:-

- The Bidder and all is personnel deployed will work under the supervision of the officials assigned for this task by the University.
- The Bidder shall be responsible to maintain all property and equipment of the department entrusted to it.
- All liabilities arising out of accident or death while on duty shall be borne by the Bidder.

- The Bidder and its staff shall take proper and reasonable precautions to preserve the property form loss, destruction, waste or misuse in the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the University under its control.
- The IGNOU shall have the right, within reason, to have any person removed who is considered to be undesirable or otherwise and similarly the Bidder reserves the right to change the staff with prior intimation to IGNOU.
- The selected Bidder shall have to provide the proof of deposit of Salary, ESI, EPF to the individual account of the staff deployed each month along with the bill for reimbursement. The Bidder shall furnish the EFT reports/bulk wages transfer record generated by PNB so as to ensure the actual credit of wages in the respective saving bank accounts of personnel.

1.6 Earnest Money Deposit:-

a) Earnest Money Deposit (EMD) for an amount of **Rs.50000/- (Rupees Fifty Thousand Only)** shall be submitted along with the quotation in the form of a Demand Draft from any nationalized / commercial Bank in favour of IGNOU payable at Karnal having validity upto a minimum period of three months from the last date of submission of tender/bid.
b) The EMD will be refunded to unsuccessful bidder(s) within 30 days after finalization of the tender. However, in case of successful bidder it will be refunded only on receipt of Security Deposit.
c) No interest will be paid on EMD.

1.7 Security Deposit:-

i. The successful Bidder shall, before executing the order, within 15 days of dispatch of letter intimating acceptance of the offer in the form of Letter of Intent, deposit an amount equivalent to 3% of the estimated annual value of the contract in INR as security deposit for the due performance of the contract. The security deposit may be furnished in the form of Demand Draft / Bank Guarantee duly pledged in favour of IGNOU payable at Karnal from a nationalized/Commercial Bank.
ii. Such Security Deposit will not bear any interest whatsoever.
iii. The Security Deposit should remain valid for a period of sixty days beyond the date of completion of contract. Failure to furnish Security Deposit shall be treated as breach of contract and shall entail cancellation of the contract, forfeiture of EMD. If the outsourcing agency is not able to provide the services completely within the specified period to the complete satisfaction of IGNOU, the necessary action would be initiated in terms of relevant Clauses of Tender which includes forfeiture of security deposit/EMD and even blacklisting of outsourcing agency.

1.8 Effect and Validity of Offer:-

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

1.9 Assignment:-

- The University shall specify its exact requirement by providing full details of the work for which the Manpower is required and, in particular, by notifying the outsourcing agency the required special skills of such work when placing its order. The University shall assign the duties to the personnel deployed by the outsourcing agency.
- The outsourcing agency has to ensure timely deployment of manpower as required by IGNOU and fulfill other obligation stated in the above said terms and conditions failing which penalty will be imposed by the University on case to case basis from time to time. The decision of the University shall be final. The outsourcing agency shall not engage any sub-outsourcing agency or transfer the contract to any other person or agency in any manner.

1.10 Payment Terms:-

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

1.11 INCOME TAX/SERVICE TAX:-

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

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

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

1.13 EXERCISE OF THE POWER OF IGNOU:-

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

1.14 CHANGES IN THE FIRM:-

i. If the outsourcing agency is a partnership firm, no new partners shall be introduced in the firm, except with the prior consent in writing of the Registrar, Administration, IGNOU, which will be granted only upon execution of a written undertaking by the new partner and accept the liabilities incurred by the firm under the Contract prior to the date of such undertaking.
ii. Any person who is in Government service or an employee of the University should not be made a partner to the contract directly or indirectly in any manner whatsoever.
iii. If on the death or retirement of any partner of the firm, the said partnership firm is dissolved before the complete performance of the Contract, the Vice-Chancellor, IGNOU may at his/her option, cancel the Contract and in such case the outsourcing agency shall have no claim whatsoever or any compensation against the IGNOU.

iv. If the contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Registrar, Administration Division, IGNOU by Regd./AD. Post.

1.15 CONSEQUENCES OF BREACH:-

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

1.16 CANCELLATION OF CONTRACT:-

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

1.17 LIQUIDAED DAMGAES:-

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

1.18 PROCEDURE FOR SUBMISSION OF BILLS:-

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

1.19 SETTLEMENT OF DISPUTES AND JURISDICTION:-

In case of any dispute arising out of to this agreement the same shall be resolved initially by Mutual discussion between the parties with in a period of 30 days, failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.

1.20 NO WAIVER:-

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

1.21 AUTHORITY:-

No communication, certificate, letter or other document issued for IGNOU shall have any effect for this

contract unless it is issued by the Registrar, Administration or under its authority.

ADDITIONAL TERMS AND CONDITIONS FOR SUPPLY OF MANPOWER

1.The Contractor will supply the University with suitable Temporary Personnel whose antecedents have been duly verified and found suitable by the Contractor to carry out work, for the University of such nature, as the University will notify the Contractor when placing its order for Temporary Personnel on daily wage basis. The Contractor while supplying such Temporary Personnel shall furnish an "Undertaking" to the effect that the antecedents of such Temporary Personnel has been duly verified and found suitable by him.

2. The Contractor will provide to the University the Bio-Data with photographs of the Temporary Personnel at the time of deployment in the University, and also submit a Character Certificate from Class-I Gazette Officer or First Class Magistrate in respect of each such Temporary Personnel.

3. The Contractor will pay each Temporary Personnel the minimum wages as notified by Ministry of Labour, GoI (For Skilled Workers) and Labour Department, Haryana Govt. (For Unskilled Labour), 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.

4. The Contractor shall abide by all laws of the land including Labour Laws, Company Act 1956, Tax deduction liabilities, Welfare and safety measure of the Temporary Personnel including registrations with Provident Fund Office, 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 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.

5. The Contractor will deposit **Rs. 30000/- (Rupees Thirty Thousand Only)** as security deposit and no interest will be paid for the security deposit. The Security deposit shall be paid through a Demand Draft in favour of Indira Gandhi National Open University on Nationalized Bank payable at Karnal. This Security deposit shall be refundable within 30 days from the date of Final Settlement of Accounts between the parties when the term of the Agreement of the Renewal Agreement (If any) comes to an end.

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.

7. The contractor shall comply with provisions of the contract labour (Regulation & 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

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.

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.

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.

11. The Contractor has to ensure timely deployment of Temporaries as required by IGNOU and fulfill other obligation stated in the above said terms and conditions failing which penalty will be imposed by the University on case to case basis from time to time. The decision of the University will be final in this regard.

12. The penalty referred in above clause 11 shall be imposed at the rate of 2 % (Two percent) per week on the monthly payable amount subject to a maximum delay of three weeks. In the event the delay exceeds three weeks period, the IGNOU will also hold the option for cancellation of the services and contact any other Contract or for the desired services and invoke Clause 38 for forfeiting the Security Deposit of the contractor. **Furthermore, it is agreed that:**

- The payment or deduction of such sum shall not relieve the contractor from his obligations to continue providing services or from his other obligations and liabilities under the contract.

- Further, relevant clauses of the Agreement may also be invoked in case of unsatisfactory performance. In such event, Security Deposit may also be forfeited by IGNOU.

- The decision of the IGNOU in this regard will be final. In case, the Contractor is not satisfied with the decision, will be at liberty to approach Vice-Chancellor, IGNOU. The decision of Vice Chancellor in this regard will be binding and no appeal will lie against his decision.

13. The University will notify to the Contractor the exact requirements by providing full details of the work, and in particular, the required special skills for such work for which the Temporary Personnel is required. The Contractor shall be bound to supply such Temporary Personnel within 7 days for such request notification being made by the University.

14. The IGNOU reserves the right to cancel the Contract Agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work Contract. In such eventuality, IGNOU further reserves the right to get the work done from the open market or through some other agencies.

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

16. In every case in which by virtue of the provision of the Workman's Compensation Act 1923, 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.

17. The Contractor will indemnify the University against any and all damages/charges and expenses for which the University may be held liable or pay on account of negligence on the part of the Contractor or the Temporary Personnel or any person under his control whether in respect of accident, injury to any person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and damages thereof.

18. 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 15 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.

19. The Contractor will be responsible for all losses/damages to the University's property, under their

charge or to the property specifically entrusted for safe custody to the personnel deployed by the Contractor. Any loss/damage due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of his personnel will be made good by the Contractor. In case of any complaint joint inquiry will be conducted by the University and report submitted to the Registrar (Administration), IGNOU for further action.

20. The temporary personnel so deployed will not indulge in any criminal activities, malpractices or undesirable acts. In such case, they will be dealt with under the provision of law the Contractor will be fully responsible for their conduct.

21. The Contractor will continue to be responsible for the Temporary Personnel employed by him, in respect of terms and conditions of their service, payments, attendance, medical care, other disciplinary matters, etc., and further they will remain fully under the administrative and financial control and supervision of the Contractor, except that the University will be the sole Arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this Agreement.

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.

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.

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.

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.

26. The Contractor shall deploy only those Temporary Personnel whose antecedents have been verified by the police authorities i.e., by the concerned shall verify the address of such Temporary Personnel to be duly corroborated by a valid "Proof of Residence" in respect of such Temporary Personnel..

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/State Govt. Haryana** from time to time, during the validity of contract effecting from date so notified.

28. The skilled/unskilled persons should be at least :

a. **Computer Operator**- Degree from a recognized University with Diploma/Certificate in Computer Application, Programming (Speed of 8000 key depression per hour).

b. **Stenographer-** Matriculation or equivalent with 80 w.p.m in shorthand and 40 w.p.m in typing English and Computer Knowledge. Graduate is preferable.

c. **Jr. Assistant-cum-Typist**: **Essential-**10+2 or its equivalent with typing speed of 40 w.p.m in English or 35 w.p.m in Hindi on Computers along with Knowledge of Computer applications.
Desirable: - A Bachelor's degree from a recognized University and Shorthand speed @80 w.p.m.

d. **Unskilled/Attendant - Essential:** - 8th Pass who can read write in Hindi/English. The candidate sgould be physically well-built.
Desirable: 10th Pass

29. The Contractor has to provide the proof regarding the transfer of salary paid to the Temporary

Personnel provided by the Contractor to IGNOU.

30. The Contractor will provide proof of having deposited the statutory deductions towards EPF and ESI including employer's contribution towards them should be provide along with the bill to be submitted succeeding month which will then be reimbursed, after verification by the University.

31. Once the financial year is over the Contractor will provide the statement pertaining to the EPF on receipt of those from the EPF Organization. Similarly, the ESI Card has to be issued to the Temporary Personnel by the Contractor.

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

Other Terms and Conditions:

33. This Agreement will be effective for a period of Two (02) years, 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.

34. The contract shall automatically expire after Two years from commencement of the contract unless extended further for such period and on such terms and conditions as may be deemed fit and proper by the University and agreed upon by the Parties in writing.

35. 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.

36. 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.

37. Tender document and all the communication with the contractor will form part of this agreement. The contractor will be bound by the details furnished by it to the University, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

38. In the case of non-commencement of work or unsatisfactory performance of work contract or breach of any terms & conditions stipulated in the contract, the performance security deposit of the contractor will liable to be forfeited by the University besides annulment of the contract.

39. The University shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.

40. In case, the contractor fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the IGNOU is put to any loss/ obligation, monetary or otherwise, the IGNOU will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

41. 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.

42. That the personnel deployed shall not be below the age of 18 years.

43. The contractor shall not assign, transfer, pledge or subcontract the services.

44. The persons engaged by the contractor should not have any adverse Police records/criminal cases against them. The contractor would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the contractor before their deployment through the local police.

45. Decision of the University in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Contractor

46. Any dispute arising out of and in relation to this agreement shall be subject to jurisdiction of Court at Delhi/New Delhi only no other court shall have the jurisdiction.

_____xx_____

Annexure- A

To be filled properly and legibly by the Bidder along with necessary document in confirmation of the details given below:

S. No.	Particular	Details	Proof Attached (Yes/no)
1.	Name and address of the Registered Firm		
2.	Registration Certificate under Companies Act/Societies Act/ Partnership Act etc. (Enclose copy)		
3.	Labour License / Registration under the Contract Labour (Regulation and Abolition) Act 1970 (Enclose copy)		
4.	Shop and Establishment Act Certificate (Enclose copy)		
5.	ISO 9001 - 2015 certificates (Enclose copy)		
6.	Complete address of the Firm Its main office & branch office with Land Line Tel./Mobile No., Fax & E-mail.		
7.	Please specify whether the firm is sole proprietor or Partnership firm name and address and telephone numbers of Director/Partner should be specify		
8.	Contact Person(s) with Mobile/Land Line No.		
9.	Provident Fund Account No. (Enclose Copy)		
10.	ESIC Registration no. (Enclose Copy)		
11.	PAN No. (Enclose Copy)		
12.	Audited Balance Sheet for the last three years (Enclose Copy)		
13.	GST Registration No. (Enclosed Copy)		
14.	05 Years of experience in providing Manpower services (Enclosed Copy as per Annexure-B) and should have executed at least 03 projects with supply of 05 no. of manpower in each contract of providing manpower services to Central/State Govt. Departments/PSUs/Autonomous Bodies in last 03 Financial years (Enclosed Copy as per Annexure-C)		
15.	Minimum turnover of Rs.3000000/- for the last three Years i.e. 2023-24, 2024-25, 2025-26 (Enclose Documents as per Annexure-E)		
16.	Manpower MIS cum electronic attendance system (Proof to be Uploaded)		
17.	A notarized Certificate declaring that the bidder is not debarred from bidding as per O.M. No. F.1/20/2018-PPD dated 2.11.2021 of the MoF, Deptt. of expenditure, GoI (Upload the Certificate)		
18.	Declaration regarding acceptance of all terms and conditions towards services as mentioned in the tender document. (copy to be Uploaded as per Annexure-F)		
19	Detail of EMD deposited.		
20	Certificate of satisfactory performance from three Government organizations/Universities/PSUs/Autonomous bodies for the past three year period from the date of submission of this bid (Upload the Certificates).		
21	Aadhaar Card (copy to be Uploaded)		
22	Cancelled Cheque (copy to be Uploaded)		

Note: Non submission/non-uploading of any of the above document/information, the bids shall be summarily rejected. To be filled completely by the bidder. Scanned copies of the documents are to be uploaded along with the technical bids. The eligible firms are exempted from submission of EMD as per GeM Rules

Annexure-B

Detail of experience in Manpower Business for last 05 years

Table-A

Sl. No.	Name and address of HEI/ Central or State Govt. Organization/Autonomous Bodies/PSUs	Period of contract		No. of Manpower deployed	Contract value in Rs. (Annual)
		from	to		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Note: Extra columns may be added in case of need.

Signatures of the Tendered/bidder

Name:

Seal of the Company:

(To be certified by a Chartered Accountant with his seal and UDIN number)

Annexure-C

Details of executed contracts with Minimum 05 deployed Manpower in each contract

Sl. No.	Name and address of HEI*/ Govt. Organization/Autonomous Bodies/PSUs	Period of contract		No. of Manpower Personnel deployed	Contract value in Rs. (Annual)
		from	to		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Note: Extra columns may be added in case of need.

Signatures of the Tendered/bidder

Name:

Seal of the Company:

(To be certified by a Chartered Accountant with his seal and UDIN number)

Annexure-D

DECLRATION

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

Signature of authorized signatory with date & seal

Date:

Place:

Annexure-E

On the Letter Head of the Biding Firm

Total Annual Turnover Declaration sheet indicating Financial Status of the bidder including annual report of past 03 years duly authenticated by Chartered Accountant.

We, hereby certify that our total Annual Average Turnover has been approx. Rs.3000000/- (Rupees Thirty Lakhs only) or above for each of the last 03 completed year i.e. 2023-24, 2024-25 and 2025-26 from Manpower Service business only. Year wise breakup given below:-

Sl. No.	Financial Year	Annual Turnover from Manpower services (Rs.) (in figure)	Annual Turnover (Rs.) (in words)
1	2023-24		
2	2024-25		
3	2025-26		

(Copies of the P&L account, Balance sheet, Receipt & Payment account duly certified by charted accountant to be uploaded in support of this certificate)

Signatures of the Tendered/bidder

Name:

Seal of the Company:

(To be certified by a Chartered Accountant with his seal and UDIN number)

Annexure-F

(To be submitted)

The
Regional Director & Head,
IGNOU Regional Centre
Plot No. 5, Sector 12, near Huda office,
Model Town, Karnal,
Haryana-132001

ACCEPTANCE OF TERMS & CONDITIONS OF QUOTATIONS

Sir,

1) The Quotation Documents for the work of "Providing of Manpower Services for IGNOU Regional Centre, Karnal at wages rates of "**Govt. of India** (For Skilled workers) & **Govt. of Haryana** (For Unskilled Workers)," and I/we certify that I/we have read the entire terms and conditions of the Quotation Document made available to me/us from the office of the Regional Director Head, IGNOU Regional Centre Karnal which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.

2) I/we hereby unconditionally accept the Terms & Conditions of IGNOU Regional Centre Karnal Quotation Documents in its entirety for the above work.

3) I/we hereby undertake to abide by the terms and conditions contained in Quotation Document, that upon award of contract to us, the work will not be sublet to any other agency.

4) The contents of Quotation Documents have been noted wherein it is clarified that after unconditionally accepting the quotation conditions in its entirety, it is not permissible to put any remarks/conditions in the tender enclosed and the same has been followed in the present case. In case, this provision of the quotation is found violated. I/we agree that the quotation shall be rejected.

Yours faithfully,

Signature of Bidder ……..

Name……..

Agency……..