1. Terms & Conditions

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

1.2 The Contractor will provide to the University the Bio-data with photograph of the Temporary Personnel at the time of deployment to the University, and also submit a Character Certificate form Class-I Gazetted Officer or First Class Magistrate in respect of each such Temporary Personnel.

1.3 The Contractor will pay each Temporary Personnel the minimum wages as notified from time to time and subsequently submit the bill for the amount so disbursed for reimbursement by the University to which the Contractor is entitled by the reason of rendering services to the University.

1.4 The Contractor shall abide by the laws of the land including various Labour Laws, the Companies Act, 1956, Tax deduction liabilities, Welfare and Safety measure of the Temporary Personnel including Registrations the Provident Fund 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 what-so-ever. The University will reimburse the statutory EPS/ESI authorities as employer's contributions, on receipt of proof of deposit in respect of EPF/ESI. The Challan to be submitted should exclusively pertain to the Temporary Personnel provided to the University only.

1.5 The Contractor will deposit 5% of the contract amount as Security Deposit and no interest will be paid for the Security Deposit. The Security Deposit will be paid through a Demand Draft/Bank Guarantee/Fixed Deposit Receipt (Pledged) in favour of Indira Gandhi National Open University drawn on a Nationalized Bank payable at Patna. This Security Deposit shall be refundable within 30 days from the date of Final Settlement of Accounts between the parties when the term of this Agreement or the Renewal Agreement (if any) comes to an end.

1.6 The contractor will comply with all the Central, State and Local Laws, etc. requiring Business Permits, Certificates, and Licenses required to carrying out the services to be performed under this Agreement.

1.7 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.

1.8 The Name, Address and other particulars of the Contractor should exactly match with those mentioned in all the Licenses/ Registrations/ Certificates, etc. issued by the various authorities. It is Contractor's responsibility to keep all the 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.

1.9 The Contractor shall ensure that any details of the University, Operational Process, Technical Know-how, Security Arrangements, and Administrative/ Organizational Matters are not divulged or disclosed to any person by the Temporary Personnel deployed in the University.

1.10 The Contractor has to ensure that the Temporary Personnel deployed are not forming any Association/ Forum in respect of IGNOU matter nor they should be allowed to join in any Association/ Forum of IGNOU.

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

1.12 The Penalty referred to under Clause 1.11 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 contract any other Contractor for the desired services and invoke Clause 2.6 for forfeiting the Security Deposit of the contractor, Furthermore, it is agreed that:

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

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

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

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

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

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

1.16 In every case in which by virtue of the provision of the Workman's Compensation Act, 1923, the University, if obliged to pay compensation to such person employed by the Contractor in execution of the work, it will be entitled to recover the said amount of compensation so paid, from the Contractor.

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

1.18 When a claim is preferred by the Contractor for a particular month, the claim /document will be verified and certified by the University staff assigned for this purpose from the original documents. If the Contractor fails to do so, his bill 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 the Account Payee Cheques/Electronic transfer only. The payment towards reimbursement of paid wages will be made by the University within 10 days from the date of receipt of bills. This will be applicable to the payment of reimbursement of employer contribution already deposited by the Contractor.

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

1.20 The temporary Personnel so deployed will not indulge in any criminal activities, mal-practices or undesirable acts. In such case, they will be dealt with under the provision of law and Contractor will be fully responsible for their conduct.

1.21 The Contractor will continue to be responsible for the Temporary Personnel employed by him, in respect of terms and conditions of their service, payments, attendance, medical care, other disciplinary matters, etc. and further they will

remain fully under the administrative and financial control and supervision of the contractor, except that the University will be the sole Arbitrator in respect of nature of the duties to be entrusted to and the manner of performance of their duties for the purpose of this Agreement.

1.22 The Temporary Personnel deployed by the Contractor to IGNOU will at no time be treated as employees of the University and also will have no claim to be regularized in the services of the University.

1.23 In Case of termination of the Agreement also, the Temporary Personnel deployed by the contractor shall not be entitled to any claim for absorption or relaxation for absorption in the regular/otherwise capacity in the University. The Contractor should communicate the above to all the Temporary Personnel deployed in their office by the contractor.

1.24 The Temporary Personnel once posted shall not be changed without prior permission of the University. In case any of the Temporary Personnel is found to be posted without the previous knowledge of the University, the University shall not be liable to pay for such Temporary Personnel.

1.25 The contractor will have to change over or replace the Temporary personnel as and when required by the University whether or not such personnel are found guilty of any misconduct. It will not be necessary for the University to assign any reason to the Contractor or the concerned person or any other person in respect of any such change and replacement required by the University.

1.26 The Contractor shall deploy only those Temporary Personnel whose antecedents have been verified by the Police Authorities i.e., by the concerned Police Station in whose jurisdiction the Temporary Personnel to be duly corroborated by a valid "Proof of Residence' in respect of such Temporary Personnel.

1.27 The payment shall be made only to the Contractor on monthly basis as per actual services rendered to the University for the Effective Operation of the Agreement, on the rates specified and settled in the tender notice. However the rate is changeable bases on the percentage of Dearness allowances announced by the Govt. of India from time to time and notification issued by the university, during the validity of contract effecting from date so notified.

1.28 The skilled or Unskilled persons (as the case may be) should be at least:

(a) Computer Operator – Degree from a recognized University with diploma/Certificate in Computer Application, Programming (Speed of 8000 key depression per hour).
(b) Stenographer – Matriculation or equivalent with 80 w.p.m in shorthand and 40 w.p.m in typing in English and Computer Knowledge. Graduate is preferable.
(c) Jr. Assistant-cum-Typist – Matriculation or equivalent with knowledge of typing 40 w.p.m in English and knowledge of computer. Graduate is preferable.
(d) Unskilled/Attendant –The candidate should be passed 8th standard and physically well-built who can read and write in English and Hindi.

1.29 The Contractor has to provide the proof regarding the Account Payee Cheques of salary paid/electronic transfer of salary to the Temporary Personnel Provided by the contractor to IGNOU.

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

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

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

2. **Other Terms and Conditions:**

2.1 This Agreement will be effective for a period or Two (02) year, commencing from 01.12.2024 to 30.11.2026, unless it is curtailed or terminated by the University owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.

2.2 The contract shall automatically expire and cease to be in operation after Two (02) years from the date of commencement of the contract unless extended further for such period and on such terms and conditions as may be deemed fit and proper by the University and agreed upon by the Parties in writing.

2.3 The university reserves right to terminate the Agreement during the entire period of Contract without assigning any reason after giving one month's notice in writing to the Contractor. All liabilities of the University from the Agreement will cease on expiry of the said period of one month.

2.4 Without prejudice to the above, the University will be entitled to terminate this Agreement without the retirement to give advance notice in the event of any breach or violation by the Contractor of any terms of this Agreement or in the event of the Contractor acting against the University or in the event of any Temporary Personnel provided by the Contractor having misconduct himself/herself in connection with the work of the University. The University will be sole judge of as to what is against the interests of the University, and as to what constitutes misconduct. Forthwith upon termination as aforesaid, the liability and obligation of the University under the Agreement will cease to operate.

2.5 Tender document and all the communication with the contractor, will form part of this agreement. The contractor will be bound by the details furnished by it to the University, while submitting the tender or at subsequent stage. In case, any of such

documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable from legal action besides termination of contract.

2.6 In the case of non-commencement of work or unsatisfactory performance of work contract or breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the contractor will liable to be forfeited by the University besides annulment of the contract.

2.7 The university shall not be liable for any loss, damage, theft, burglary or robber of any personal belongings, equipment of vehicles of the engaged personnel.

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

2.9 The contractor shall maintain all statutory registers under the applicable laws. The contractor shall produce the same, on demand, to the concerned authority of the IGNOU or any other authority under law.
2.10 That the personnel deployed shall not be below the age of 18 years.

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

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

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

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