

TERMS AND CONDITIONS

I. 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 employee performs services or carries out work for or on behalf of the university as agreed between the University and the service 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 manpower Provider / agency 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 or daily wage basis.
- 1.4. Temporary means any person who is introduced or supplied by the Provider to the University with a view to carry 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. On expiry of the said period of Contract, the period of Contract may be extended on mutual consent on the same rates and terms and conditions upto a maximum period of two years.
- 2.2. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the University.
- 2.3. The university, at present, has requirement of Junior Assistant-cum-typist & Multi Tasking Staff (Attendant / Helper) etc. on daily wage basis. The requirement of the University may increase or decrease during the period of 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 a 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 daily wage basis.

3.2. The provider shall ensure that the individual deployed in the University confirming to the educational and skill qualifications as under as per IGNOU norms :

Sl.No.	Name of the Post	Essential qualification & Experience	Desirable	Rate per day (as per rate w.e.f. 1.1.2019)
1.	Junior Assistant – cum- Typist (JAT)	10 + 2 or its equivalent and typing speed of 40 wpm in English or 35 wpm in Hindi on Computers	A Bachelor's Degree from a recognized University	Rs. 724/- per day
2.	Multi-Tasking – Staff	10 th Pass or ITI or its equivalent	----- -	Rs. 654/- per day

However, the Daily Wagers rate mentioned above will be revised as and when the rate of Dearness allowances is revised by the Government of India with prospective effect from the date of issue of Office Order by IGNOU.

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

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

3.4. The person deployed shall be required to report for work at 9.30 hrs. to the office and would leave at 18:00 hrs. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

3.5. The Provider will pay 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 only. The payment towards reimbursement of paid wages will be made by the University within 10 days the date of receipt of bills. This shall also be applicable to the payment of reimbursement of employer contribution for EPF/ESI already deposited by the provider.

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

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

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

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

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

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

3.13. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this University.

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

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

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

3.17 The Daily Wagers 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 Daily Wagers personnel may hamper the day to day work of the University.

In case of resignation, 07 days prior notice should be given by the Agency or 07 days wages (pay) will be recovered from the 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 Daily Wagers 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 Daily Wagers 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 Daily Wagers 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.

4. Legal Obligations of the Provider :

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

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

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

4.4. In case, the provider fails to comply with any statutory / taxation liability under appropriate law, 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 Madurai failing which the tender shall be rejected outrightly. No cash payment will be accepted.

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

5.3 The successful tenderer will have to deposit Rs.1,00,000/- (Rupees One lakh only as Security Deposit in the form of Bank Draft / Bank Guarantee from any one of the nationalized bank in favour of IGNOU Payable at Madurai covering the period of the contract. The amount of Security Deposit will not bear any interest whatsoever, if the same is deposited through bank draft.

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

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

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

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

5.8 Once the financial year is over the provider shall provide the statement pertaining to the EPF on receipt of those from the EPF organization. Similarly, the ESI Card has to be issued to the personnel by the Provider.

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

It is assured that 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 :

SIGNED BY THE PROVIDER