

Tender No. 06

Tender Fee: Rs.2, 000/- (in INR)



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Tender document
for
Empanelment of Outsourcing Agency for Providing Manpower (Skilled & Un-Skilled)
in IGNOU Head Quarter and its Regional Centers located at New Delhi and NCR.

(Estimated value: Rs. 8 to 9 Crore)

Last Date for submission of Tender: at 3.00 p.m. on 17.04.2015

Date & Time for opening of Tender: at 3.30 p.m. on 17.04.2015

Registrar (Administration)
Indira Gandhi National Open University
Maidan Garhi, New Delhi – 110068
Website : www.ignou.ac.in



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Maidan Garhi New Delhi – 110 068
(General Administration)

F. No.: Admin/E-III/Tender Manpower/2015

Dated: /.../2015

To,

Sub: Bids for Providing Manpower in IGNOU Head Quarter and its Regional Centers located in New Delhi and NCR.

Sir,

Sealed quotations under two bid system (Technical & Financial) are hereby invited from the interested agencies for providing Manpower in IGNOU Head Quarter and Regional Centers located in New Delhi/NCR. The **outsourcing agency** will be awarded the job initially for a period of one year extendable for one year on mutual consent. The details of the approximate requirement and skills is as under:

1. DETAILS OF MANPOWER REQUIRED

S.No.	Category	Qualification	Job Description	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 Computers applications Desirable: i) A Bachelor's degree from a recognized University ii) Shorthand speed @80 w.p.m.	Typing, stenography, data entry work in computer, diary/dispatch/ filing	1840 man-hours (230 skilled personnel)
2.	Unskilled	Essential: A. 8 th Pass who can read write in Hindi/English Desirable: 10 th Pass	Physical maintenance of records, photo-copying, sending of FAX etc., delivery of dak, opening and closing of rooms, cleaning/dusting of room etc.	4240 man-hours (530 Un-skilled personnel) per day

2. TERMS AND CONDITIONS (GENERAL)

Indira Gandhi National Open University (IGNOU) is established under the act of Parliament (ACT No.50 of 1985) and is having its offices at Maidan Garhi, New Delhi-110068 and Regional Centres at various cities of India. **IGNOU being an educational institution is currently exempted from paying Service Tax as per guidelines of Ministry of Finance/Service Tax Authorities or applicability of this is subject to notification of Govt. of India from time to time.**

The Tender Document can be purchased on a payment of Rs. 2,000/- (Rupees Two Thousand only) in the form of DD only in favour of IGNOU, New Delhi from Room No. 22, Block No.04, IGNOU, Maidan Garhi, New Delhi 110068 on any working day from 10 am to 5 pm on or before 16.04.2015 and on 17.04.2015 upto 2.00 P.M. The Tender document can also be downloaded from IGNOU's Website i.e. www.ignou.ac.in but in that case the same may be submitted with the requisite Tender fee along with the EMD upto 3.00 P.M. on or before 17.04.2015 (The Tender fee is non-refundable). The Tender submitted without the Tender fee and/(or) the EMD will summarily be rejected. The Bidder may visit the site before quoting their rates.

2.1 Minimum Eligibility Criteria

- a) The Bidders should be registered under Companies/Partnership/Societies Act etc., as applicable.
- b) The Bidders should have at least three years of experience as on the last date of issuing of tender for providing manpower in Govt. Organizations/Autonomous Institutions/University etc.
- c) The **Bidders** should have approvals from concerned regulatory authorities as applicable for carrying out the outsourced work.
- d) *The bidders's annual turnover should not be less than Rs. 1 crore during the last three financial years in the books of Account.*

Terms and Conditions

- a) 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.
- b) 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.
- c) 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.

- d) 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.
- e) The agency shall be required to provide additional manpower as and when required by IGNOU.
- f) 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 be liable for disqualification and such tenders shall not be considered and rejected summarily without assigning any reasons. No communication will be entertained in this regard.
- g) The bidder may wish to inspect the site and satisfy himself before submitting the bid. The bidder will be deemed to have full knowledge of the site whether he inspects it or not and no claims or objections due to ignorance shall be considered.
- h) The bidder should submit the attested copies of PAN No. /Valid EPF/ESI Registration No./ Licence 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.

2.2 Compliance with the technical specifications

- a) 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 alongwith the explanation.
- b) 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.
- c) The outsourcing agency 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.
- d) The outsourcing agency will pay to each personnel the specified wages as notified by the Govt. of India from time to time by 7th of every month but not later than 10th of every month through Electronic transfer/A/c payee cheques and submit the bill for the amount so disbursed for reimbursement by the University. The outsourcing agency has to provide the

proof of wages paid to the personnel engaged by the agency to IGNOU. The outsourcing agency shall submit the proof giving detail of deduction of ESI and EPF to each individual as a pay slip.

e) The **outsourcing agency** shall be responsible and shall pay all compensation to its employees payable under the provisions of the workmen's compensation Act and amendments thereto.

f) 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.

g) 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.

h) The 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.

2.3 Submission of Tender

a) The technical and financial bids must be submitted in separate sealed covers **& should be superscribed "Technical Bid for providing manpower (skilled & un-skilled)" & "Financial Bid for providing manpower (skilled & un-skilled)"** in the format as prescribed in **Annexure-I** and **Annexure-II** respectively. The envelope containing the technical bid needs to be accompanied by the EMD, Tender Fee (if applicable) and required documents.

b) Both the technical and financial bids may be kept in the third envelope superscribing **"Tender for providing manpower (skilled & un-skilled)" in IGNOU HQ, its Regional Centres in Delhi/N Delhi & NCR**".

c) The sealed envelope containing all the bids must be submitted/sent so as to reach the office of SO(Estt.-III), Room No. 22, Block No.04, Indira Gandhi National Open University (IGNOU), Maidan Garhi, New Delhi 110068 on or before the stipulated date & time.

d) The bids/quotation must be accompanied by the relevant documents/ literature confirming the services to be provided duly signed by the tenderer with seal of the firm on each & every page. The bid submitted in a casual manner and without proper documentation shall be summarily rejected.

e) The tender form must be clearly filled in ink legible or typed. Alterations unless legibly attested by the **outsourcing agency** shall be disqualified and rejected. Tender document, must be duly signed by the **bidder** himself, or his authorized signatory. **(In case of authorized signatory an authorization affidavit as per annexure-IV must be submitted).**

f) Every paper of the tender should be signed by the **outsourcing agency** with seal of Firm.

g) Late/delayed tenders due to any reason, whatsoever, will not be accepted/considered under any circumstances.

h) All rates and other information like discounts etc. having a bearing on the rates shall be written, both in figures and words in the prescribed format of financial bid (**Annexure- II**)

Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.

- i) Quotation must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and the tender is liable to be rejected.
- j) Tenders not conforming to the requisite requirements shall be rejected out rightly and no correspondence in this regard shall be entertained in whatsoever manner.
- k) The tender(s) not submitted in the prescribed manner shall be summarily rejected and their Financial Bids shall not be opened.
- l) The IGNOU reserves the right to accept or reject any tender without assigning any reason thereof.
- m) The technical bid must be submitted alongwith an affidavit on non-judicial paper (as per Annexure-IV) to the effect that no Vigilance/CBI/Criminal case pending against the **outsourcing agency** and service provider has not been blacklisted.

NO TENDER SHALL BE CONSIDERED, IF:-

- i. the tender document is not accompanied by a DD for Rs.2000/- in favour of IGNOU as per Para 2 page no.3 (in case downloaded from the web site);
- ii. not submitted in prescribed form and not accompanied with bid security (Earnest Money Deposit) as specified;
- iii. the tender is conditional;
- iv. more than one rate is quoted for each service;
- v. the **bidder** submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s);
- vi. the tender is received after the dead-line for submission of bid;
- vii. the tender document is not signed by the **bidder** on each and every page in token of having accepted the terms and conditions of tender;
- viii. the rate is not all inclusive of all the financial obligations/ implications to IGNOU.

2.4 DUTY DAYS/ HOURS

- i. 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.
- ii. 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.

2.5 RESPONSIBILITIES OF THE OUTSOURCING AGENCY (Successful Bidder):

- i. The **outsourcing agency (firm)** should take utmost care not to leak/divulge any information of the 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 facility, residential accommodation, bonus and other requirements in respect of each personnel of the outsourcing agency shall be the

- responsibility of outsourcing agency. The University will not provide any of the above facilities or any other facility to the personnel of the outsourcing agency.
- 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 the IGNOU and the decision of the 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 should 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 behaviour/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 etc. 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 third party including claims, 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, Delhi Shops and Essential Commodities Act, including any amendments to the said Acts or any other laws relating 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.

2.6 Opening & Evaluation of Tender

- a) The technical bids shall be opened at 3.30 P.M. on 17.04.2015 & evaluated in the first instance as per terms of the tender based on techno-commercial parameters in the presence of the representative(s) of the participating **outsourcing agencies** who may wish to be present and the members of the duly constituted Tender Opening & Evaluation Committee (TOEC) on the stipulated date & time.
- b) If considered necessary, the Committee may decide to visit and inspect the main office/ branches of the **Bidder** and other related sites, as it may find worth, in order to gather further information leading to evaluation of bids. **Bidder** will be bound to provide all necessary information as desired by the Committee.
- c) The IGNOU reserves the right to select the Bidder on the basis of best possible bids received. The decision of the Tender Opening & Evaluation Committee arrived at, in this regard shall be final and representation of any kind shall not be entertained. Any attempt by any Bidder to bring pressure of any kind may disqualify the Bidder for the present tender and the **Bidder** may be liable to be debarred from bidding for all tenders in IGNOU for a period of three years.
- d) The University reserves the right to have a panel made out of the tenders submitted and in case the Agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job on same rates/terms and conditions. However, the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award or to provide the services, the EMD/ Security Deposit made by him shall be forfeited and may also be black listed.
- e) The University reserves the right to cancel/reject full or any part of the tender which **Bidder(s)** do not fulfill the condition stipulated in the matter.
- f) The IGNOU reserves the right to award the contract to any of the bidders in the interest of the University irrespective of not being lowest and in this respect, the decision of the University shall be final.

2.7 Performance Evaluation

- a) The **Bidder** and all his personnel deployed will work under the supervision of the officials assigned for this task by the University.
- b) The **Bidder** shall be responsible to maintain all property and equipment of the department entrusted to it.
- c) The personnel engaged should be extremely courteous and have very pleasant mannerism in dealing with the IGNOU officials/visitors and should project an image of utmost discipline. The **Bidder** shall have to remove any person in case of complaint or as decided by the University, if any person is not performing the job satisfactorily or otherwise. The **Bidder** shall have to arrange suitable replacement in all such cases.

d) All liabilities arising out of accident or death while on duty shall be borne by the **Bidder**.

e) The **Bidder** and its staff shall take proper and reasonable precautions to preserve the property from 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.

f) 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.

g) *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 alongwith 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.*

2.8 Earnest Money Deposit

a) Earnest Money deposit (EMD) for an amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs 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 New Delhi 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.

2.9 Security Deposit

a. The successful **bidder** shall, before executing the order, within 15 days of despatch of letter intimating acceptance of the offer in the form of Letter of Intent, deposit an amount equivalent to **5% 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 (as per Annexure-v)/FDR duly pledged in favour of IGNOU payable at New Delhi from a nationalized/commercial bank.

b. Such Security Deposit will not bear any interest whatsoever.

c. 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**.

2.10 Effect and Validity of Offer

The contract shall be initially valid for a period of one year from the date of award of the contract, which can be extended for one more year after the expiry of one year on satisfactory performance on mutually agreed terms or for such period and on such terms and conditions as may be deemed fit and proper by the University.

2.11 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.

2.12 Signing of Agreement

a) IGNOU will award the Contract to the successful bidder through an offer letter, who, within 15 days of receipt of the same, shall sign and return a copy as a token of acceptance of the same to IGNOU.

b) The successful bidder (outsourcing agency) shall be required to execute an AGREEMENT on non-judicial stamp paper of appropriate value (the cost of stamp paper (Rs.100/-) shall be borne by the **outsourcing agency**), within 15 days of the receipt of the offer letter for acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security (EMD) shall be forfeited and the acceptance of the Tender may be considered as cancelled.

2.13 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 at IGNOU.

b) Reimbursement to the Outsourcing Agency shall be made within twenty 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 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 IGNOU. Payment shall be made subject to recoveries, if any.

2.14 Penalty for Non Compliance

a) In the event of any damage/loss *caused* to the IGNOU, as a result of any lapse on the part of the manpower deployed by the **outsourcing agency** which will be established after due enquiry conducted by IGNOU, the said loss can be claimed from the **outsourcing agency** upto the value of the loss plus other liquidated damages as deemed fit by IGNOU. The decision of IGNOU in this regard will be final and binding on the **outsourcing agency**.

b) The outsourcing agency has to ensure timely deployment of personnel as required by IGNOU and fulfill other obligation stated in the above said terms and conditions failing which penalty will be imposed by the University on case to case basis from time to time. The decision of the University shall be final.

c) If the provider fails to disburse the wages within stipulated time i.e. 10th of each month, a penalty @ 0.50% (half percent) per day or maximum upto 10% on the service charge as may be deemed fit by the Competent Authority shall be imposed by the University.

d) The decision of the University in this regard will be final. If the tenderer does not feel satisfied with the decision, he will be at liberty to approach the Vice-Chancellor, IGNOU. His decision in this regard will be binding on the **outsourcing agency**.

2.15 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.

2.16 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 thereunder, 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-110 068 and be sent by registered post only.

2.17 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**.

2.18 CHANGES IN THE FIRM

- a) 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.
- b) 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.
- c) 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 option, cancel the Contract and in such case the **outsourcing agency** shall have no claim whatsoever or any compensation against the IGNOU.
- d) 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.

2.19 CONSEQUENCES OF BREACH

- a) 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**.
- b) 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.
- c) 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.

2.20 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 from 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.

2.21 LIQUIDATED DAMAGES

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 neglect by the agency.

2.22 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 Deputy Registrar (Estt.), Administration, IGNOU 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 recovery of any overpayment coming to light as a result of such audit, by any or all the methods prescribed above.**

2.23 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.

2.24 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.

2.25 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 his authority.

Annexure I

(To be filled and sent in sealed envelope no. (1))

FORMAT OF QUOTATION FOR TECHNICAL BID

To be filled in properly, legibly and submit in a separate sealed envelope marked as “Technical Bid for providing manpower (skilled & Un-Skilled) in IGNOU and its Regional Centre located in NCR”, alongwith necessary document in confirmation of the details given below:

1. (a) Name and address of the Registered Firm : _____
(b) Registration Certificate under Companies Act/
Societies Act/Partnership Act etc. (Enclose copy) :-----
(c) Labour License/Registration under the Contract :-----
Labour (Regulation and Abolition) Act. 1970
(Enclose Copy.)
2. Complete address of the Firm : _____
its main office & branch office
with Land Line Tel./Mobile No., Fax & e-mail:
3. Please specify whether the firm is sole proprietor : _____
or partnership firm name and address and telephone _____
numbers of Director/Partner should be specify
4. Contact Person(s) with Mobile/Land Line Ph. No. : _____
5. Provident Fund Account No. : _____
(Enclose copy)
6. ESIC Registration No. : _____
(Enclose copy)
7. PAN No. /TAN No. /TIN No. etc. : _____
(Enclose copy)
8. Audited Balance Sheet for the last three years. :-----
(Enclose copy)
9. Service Tax Registration No. : _____
(Enclose copy)
10. Details of EMD furnished:
 - a) Amount Rs. : _____
Rupees in words : _____
 - b) Bank draft no. : _____
 - c) Date of Issue : _____
 - d) Name of the Bank : _____

11. Experience Certificate of running services :-----
Issued from Govt. /Autonomous Body (last 3 years)
(Enclose Copy).
12. Minimum turnover of Rs.1. Crore for the last three ;-----
Years (Enclose Documents)

DECLARATION

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 any 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 :

(To be filled and sent in sealed envelope no. 2)

FINANCIAL BID

To be filled in properly, legibly and submit in a separate sealed envelope marked as “Fianancial Bid for providing manpower in IGNOU” and its Regional Centre located in NCR, each page must be signed with SEAL of the Tenderer)

FORMAT OF QUOTATION FOR FINANCIAL BID FOR OUTSOURCING OF MANPOWER TO IGNOU Hqrs./REGIONAL CENTRES LOCATED IN DELHI/NCR

Name & Address of the registered Firm: _____

Name and Designation of Authorized Signatory: _____

Land Line Telephone Nos. of the office/ Fax No. _____

Mobile No./ e-mail: _____

I/we have inspected the site and surrounding of the work as per the details given in Tender Document and assessed the scope of works thoroughly and have also gone through the Tender Document and understood the terms and conditions stipulated their in before quoting the rates hereunder :

I/we shall charge the Service Charges-----% (in figure) ----- percentage (in words) on the monthly reimbursement bill as per Para 2.13 of the Tender Document.

Other forms and formats for submission

(To be duly filled in and sent in sealed envelop no. (1) –Technical Bid)

MONEY DEPOSIT AND TENDER FEE DETAILS

Name of the Company _____

i) Total EMD Amount: ` _____ (in words)

(Rupees _____ in figures)

ii) Tender Fee: _____

(Rupees _____ in figure)

Details of each Demand Draft :

S.No.	Account	EMD	Amount	Name of the Bank	DD No.	Date
<u>1</u>	<u>Tender Fee</u>					
<u>2</u>	<u>EMD</u>					

Date :

(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.50/-)

AFFIDAVIT

(Before Public Notary, _____)

I, _____ (Name of the Deponent), S/o _____, Aged
About: _____ years, Resident of: _____

do hereby solemnly state and affirm as under :

1. That, I am working as _____ (Designation of the Deponent) with M/s _____ (Name & Address of the Firm/ Company) since _____ years ;
2. That, I am the Authorized Signatory/ have been duly authorized to execute this affidavit on behalf of the above- named Firm / Company and as such component to swear this affidavit. The duly certified copy of the Authorization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy and take utmost care not to leak/ divulge any information of the IGNOU.
5. That, in case any such incident is noticed, penalty as imposed by the Hon'ble Vice-Chancellor of the Indira Gandhi National Open University shall be payable by us.
6. That, I take oath and solemnly declare/ affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there are no legal / criminal proceedings pending/ contemplated against our firm or any staff members of our firm. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / Investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black-listed by any Organization's/ Company.

9. That, I provide hereunder the following details of penalty imposed * , etc. on the Firm / Company by any Organization/ Company by way of monetary penalty or any other mode :

S.No.	Details of Organization/ Company, etc.	Details of penalty imposed, etc.
1.		
2.		

(*) Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

DEPONENT

Place:

BANK GUARANTEE PERFORMA

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt (hereinafter called “ the said contractor(s)”) from the demand, under the terms and conditions of an Agreement dated made between..... and of **EMD/Performance Security** for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for **Rs.** (Rupees.....) (indicated the name of the bank) at the request of contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding **Rs. .** Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.**

3. We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We,..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the Guarantee thereafter.

5. We further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to **Rs.** And shall remain in force until Unless acclaim or suit under this guarantee is filled with us on before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the date of2012

For
(indicate the name of bank)

Signature
.....

Name of the Officer
(in block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]