



BID DOCUMENT
NOTICE INVITING E-TENDER

Tender No. IG/Manpower/2018
Dated: 22nd Nov, 2018

Online bids (Technical & Financial) from eligible bidders are invited for providing Manpower (Skilled-Un-skilled) on daily wage basis in IGNOU Head Quarter, its Regional Centers and other locations at New Delhi/ Delhi NCR for **empanelment of Agencies**.

Particular	Description
Name of Work	Providing Manpower (Skilled & Un-skilled) in IGNOU Head Quarter at New Delhi and NCR.
Estimated Cost	Rs.30.00 Crore (Rs.10+10+10 Crore)
Earnest Money Deposit to be submitted	Rs.20.00 Lakh
Date of Publishing of tender	22/11/2018 (17:00 Hrs)
Clarification Start date and time	26/11/2018 (11:00 Hrs)
Clarification End date and time	27/11/2018 (11:00 Hrs)
Queries (if any)	No queries will be entertained after clarification end date and time.
Bid Submission Start Date	27/11/2018 (12:00 Hrs)
Last Date and time of uploading of Bids	19/12/2018 (11:30 Hrs)
Last Date and time of physically submitting , EMD and other documents at IGNOU	19/12/2018 (13:00 Hrs)
Date and time of online opening of Technical Bids	20/12/2018 (15:00 Hrs)
Date and time of opening of Financial Bids	Will be separately notified for Technically qualified bidders

The University proposes to award the job among three agencies selected in the bidding process on the basis of response from the qualified bidders.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

MANUAL BIDS SHALL NOT BE ACCEPTED
except for the original documents/instruments as mentioned in this tender.
Bidders should regularly visit the website to keep themselves updated.

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i)** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii)** During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii)** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv)** For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v)** Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi)** Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii)** Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

- (i)** There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- (ii)** Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii)** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be uploaded as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/ rar/ dwf/ jpg formats) to be uploaded as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other relevant details., under “My Space/ Other Important Document” option, which can be uploaded as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare the and EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ MSME/ NSIC others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the / EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in .rar format, utmost care shall be taken for**

uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in .rar format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix)** Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x)** After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi)** Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii)** All the documents being uploaded by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i)** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the IGNOU helpdesk is 011-29533591, 29573328 between 10:30 hrs to 17:00 hrs or the queries may be emailed to **admnestt3@ignou.ac.in**.
- (ii)** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and +91-8826246593. The helpdesk email id is **support-eproc@nic.in**
- (iii)** If any technical query is not resolved by CPP Portal Help Desk, you may contact Nodal Officer (eProcurement), IGNOU at 9868258158.

Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI-110068.**

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

Sir,

eBid 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 agencies** will be awarded the job initially for a period of one year extendable for one more year on mutual consent. The detail of the approximate requirement and skill 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. - Good Knowledge of Computers applications (MS Office, etc).	Typing, stenography, data entry work in computer, diary/ dispatch/ filing.	4800 man-hours (600 skilled personnel)
2.	Unskilled	Essential: A. 10 th Pass who can read write in Hindi/ English	Physical maintenance of records, photo-copying, sending of FAX etc., delivery of dak, opening and closing of rooms, cleaning/ dusting of room, office equipments.	4800 man-hours (600 Un-skilled personnel) per day

Earnest Money : Rs. 20.00 Lakh (**Rupees Twenty lakh only**)

Scanned Copy of EMD must be uploaded online on CPP Portal:-

<http://eprocure.gov.in/eprocure/app>

And

Original Physical EMD separately must be uploaded on or before due date and time i.e. 19/12/2018 before 01.00 P.M. in the office of the Section Officer, Room- 08, Block No. 08, Administration Division, Establishment – III, IGNOU, Maidan Garhi, New Delhi-110068.

INSTRUCTION FOR e-PROCUREMENT

(i) Preparation and Submission of Bids

a) The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be uploaded online through CPP Portal <http://eprocure.gov.in/eprocure/app>

b) The bidder should submit the bid online in two parts viz. Technical Bid and Commercial Bid. Technical Bid, EMD should be uploaded online in cover 1 and Commercial Bid in “.zip” or “.rar” should be upload online in cover-2

(ii) **Submission of the Bid:** All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

a) Technical Bid, EMD etc.. should be uploaded online in cover-1.

b) Commercial Bid should be uploaded online in cover-2.

c) Both Technical and Commercial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

(iii) Technical Bid:

a) Authorised representative of Agency should sign and signed Scanned copies of the Technical bid documents (as under) and it must be uploaded online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.

b) **List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**

(i) Scanned copy of EMD.

(ii) Copy of board resolution/ Power of Attorney/ Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder and Copy of Memorandum of Association & Article of Association of the Bidder

(iii) The following documents should be scanned, signed (if required) and uploaded online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender document:

1. **Demand Drafts/ Pay orders/ FDR or Banker's Cheques or Bank Guarantee of any Scheduled Bank or Valid Certificate of NSIC or MSME against EMD.**

2. **Valid license issued by statutory authority such as Labour Department.**

3. **Labour Commissioner, ESIC, EPF and as per the Technical bid at Annexure-'I'**

4. **Certificate of Registration for GST.**

5. **Acknowledgement of up to date filed Tax returns of last Three Financial Years.**

6. **Valid Registration certificate of Company, PAN No., TIN No., Affidavits.**

7. **Last three Financial Year (2014-15, 2015-16, 2016-17, 2017-18(if submitted to concern authority)) turnover, duly signed by the Chartered Accountant.**
8. **Experience certificate for the work done (Completed) during the last 3 Financial Years. The award letter should not be counted as Experience Certificate. Performance and amount of work done should be treated as successful completion of work issued by concerned department.**
9. **Documents to be submitted physically**
 - EMD
 - The bidder shall seal the original Bank Drafts/ Pay orders towards EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order/ FDR/ BG/ MSME or NSIC Certificate before sealing the same. The address of Tender process officer, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, IGNOU will not assume any responsibility for its misplacement, pre-mature opening etc.
 - The bidder shall deposit the envelope in the tender box kept in the office of **Section Officer, Administration Division (E- III), Block 08, Room No- 08 at IGNOU Campus, Maidan Garhi, New Delhi-110068** on or before **19/12.2018**, 13.00 hrs, on bid submission date. *In case EMD is sent through Speed Post Courier, Registered Post or personally, in the name of Tender Process Office, please ensure that it must reach on the above mentioned address as per date and time mentioned in the bid document.*
 - *EMD not meeting above deadlines will not be accepted and the bid will be rejected.*

(iv) **Financial Bid**

- a) The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees. IGNOU for all its purposes will prefer Indian Manpower Agency/ Company over the foreign Agency/ Company.
- b) In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.rar” format i.e. BOQ_XXXX.rar in Excel sheet attached as ‘.rar’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c) The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.
- d) The Financial bid should be according to the format given in the Tender Document.

- e) The Bidder should bid in Complete Number (such as 9, 10, 12,... etc) not in fraction (such as 10.33, 12.50, etc).
- (v) **Last date for Submission of Tender:**
 - a) Online bids complete in all respects, must be uploaded on or before the last date and time specified in the schedule of events.

The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.

(vi)

Modification / Substitution/ Withdrawal of bids:

- a) No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's due Date.
- b) Any additional information with respect to Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

(vii) **Rejection of the Bid:** The bid submitted shall become invalid :-

- a) The bid or any document of the Bid is found ineligible.
- b) The bidder does not upload all the documents as stipulated in the bid document.
- c) The bidder uploaded documents in casual manner (unwanted, not asked for etc.)
- d) If physically non-submission of EMD before opening of bid.
- e) Discrepancy found between soft copies uploaded and Hard copies as physically submitted

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 Head Quarter at Maidan Garhi, New Delhi-110068 and Regional Centres at various cities of India.

2.1 Minimum Eligibility Criteria

- a) The Bidders should be registered under Companies/ Partnership/ Proprietorship/ Societies Act etc., as applicable, in respective Govt Council/ Department/ Office/ Ministry.
- b) The Bidders should have at least three years of experience as on the last date of issuing of tender for providing Hired contractual Skilled and Unskilled daily wage 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. 3 crore** each year, during the last three financial years **2014-15, 2015-16, 2016-17, 2017-18**(if submitted to **concern authority**)) in the books of Account.
- e) **The University will empanel at least 3 (Three) agencies on L1 Role.**

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 Hired Contractual 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 Act 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 Outsourcing Agency may wish to inspect the site and satisfy himself before submitting the bid. The Outsourcing Agency 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 Outsourcing Agency 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 Financial 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 along with 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 along with Electronic Challan Cum Receipt of EPF and Contribution History of ESI Contribution of immediate previous month (except first bill) in respect of hired contractual daily wagers. The outsourcing agency shall submit the proof giving detail of deduction of ESI and EPF to each individual as a pay slip mentioning ESI and EPF Number.

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:- Through e-Procurement module System only.

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 will ensure the nationality, character and other credential of the Hired Contractual Daily Wager, provided to IGNOU
- ii. The **outsourcing agency** should take utmost care not to leak/ divulge any information of the IGNOU, to any third party and full confidentiality shall be maintained.
- iii. The outsourcing agency shall maintain all the relevant records of manpower deployed by it in the University.

- iv. 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.
- v. 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**.
- vi. The Outsourcing Agency will ensure the Nationality, 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.
- vii. 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.
- viii. 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 or any of its office/ Projects. 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.
- ix. 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.
- x. The **outsourcing agency** shall **not** charge any fee/ gratification from the Manpower deployed by the agency in any manner in the name of Registration Fee or Entry fee, documentation fee or any other name. In case the same is brought under the notice of the University appropriate action shall be initiated by the University and the decision so taken shall be binding to the Agency.
- xi. There should not be any legal/ criminal proceedings pending against the outsourcing agency or any staff of the agency.
- xii. 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.
- xiii. 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.
- xiv. 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's 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.
- xv. 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 downloaded & evaluated in the first instance as per terms of the tender based on Universities parameters and participating **outsourcing agencies**.
- b) If considered The Committee may decide to visit and inspect the main office/ branches and service providing sites of the bidder and other related sites/ as for presentation as per Annexure-VI and as it may find worth, in order to gather further information leading to evaluation of bids. The tenderer 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. **The University proposes to empanel Three (03) Agencies at the lowest rate among the qualified agencies through the bidding system.** 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 uploaded 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.
- g) Casual or Unclear or unrealistic Bid will be rejected.

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 along with the bill for reimbursement. The Bidder shall furnish the EFT reports/ bulk wages transfer record generated by banker 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. 20,00,000/- (Rupees Twenty Lakhs Only)** shall be uploaded in the form of a Demand Draft, FDR/ Bank Guarantee 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. Bidders are allowed to submit Valid Certificates issued by NSIC/ MSME for exemption from submitting EMD.
- 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 (Performance Bank Guarantee) :-

- a. 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 **5% of the estimated annual value of the contract awarded to each Agency** in INR as security deposit for the due performance of the contract. The security deposit may be furnished in the form of Bank Guarantee (as per Annexure-v)/ FDR duly pledged in favor 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 proposes to award the job among THREE Agencies selected in the bidding process on the basis of response from the qualified and shortlisted bidders at the L-1, rate arrived in the bidding process.** 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 agencies** 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 bidders (outsourcing agencies) 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 agencies**, 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 (preferably ECS) 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, **Complete Pay Slips (with ESIC and EPF No. with contribution deducted), proof of payment of Statutory Taxes, Monthly Electronic Challan Cum Receipt of EPF and Contribution History of ESI Contribution of each Hired Contractual Worker and the proof regarding the ECS/ Account Payee Cheques of wages paid to the Hired Contractual Worker deployed by the agency at IGNOU.**
- b) Reimbursement to the Outsourcing Agency shall be made within twenty working days from the date of receipt of the bill accompanied with proof for having made disbursement of wages for previous month, proof of payment of Statutory Taxes, Monthly Electronic Challan Cum Receipt of EPF and Monthly Contribution History of ESI Contribution in respect of hired contractual daily wagers. 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 as per Rule of Govt. of India.
- d) No part of the payment 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 damaged 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/ GOODS AND SERVICE TAX (GST)

The successful Bidder will have to necessarily furnish a copy of the PAN/ TAN and a copy of GST ID No. / return, ESI/ EPF etc. for the last 3 years. The payment will be made after deduction of TDS as per Rule prescribed by Govt. of India.

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 uploaded 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.

FORMAT OF QUOTATION FOR TECHNICAL BID

To be filled in properly, legibly and submit in a separate sealed envelope marked as “Technical Bid for **empanelment of Agencies** 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) Valid Labour License 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 Proprietor / 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./GSTN etc. : _____
 (Enclose copy)
8. Audited Balance Sheet for the last three years. :-----
 (Enclose copy)
9. Goods & Service Tax 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. 3. Crore** for the last three ;-----

Years, each (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 :

FINANCIAL BID**FORMAT OF QUOTATION FOR FINANCIAL BID FOR EMPALNEMENT
OF AGENCIES 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 :

SI. No	Manpower Financial BOQ Rate	Skilled	Unskilled
1	Daily Minimum Wage Rate (existing Rates mentioned includes 9% DA as on 1 st Jul 2018)	Rs.724/-	Rs.654/-
2	Employees Provident Fund (Employer's Contribution) As per G.O.I. Rules		
3	Employees State Insurance Contribution (Employer's Contribution) As per G.O.I. Rule		
4	Total (1+2+3)		
5	Contractors Service Charges %* (Wages+OTA+EPF employer's share, ESI employer's share)		

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.

* The Bidder should Bid in Complete Number (2,7, 9, 11,....) not in Fractions (10.05, 12.45, Etc).

Other forms and formats for submission

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

MONEY DEPOSIT AND DETAILS

Name of the Company _____

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

(Rupees _____ in figures)

Details of Demand Draft :

S.No.	Account	EMD	Amount	Name of the Bank	DD No.	Date
<u>1</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 uploaded 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 uploaded 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 uploaded 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 PROFORMA

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 on 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 anything 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 filed 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]

ANNEXURE - VI

The matrix for evaluation of technical bids on the scale of 70 marks shall be as follows:-

S.NO.	PARAMETERS	MARKING	REMARKS
1.	<ul style="list-style-type: none"> 3-15 Cr Turn over in last 3 yrs 15-100 Cr Turn over in last 3 yrs +100 Cr Turn over in last 3 years 	03 Marks 05 Marks 10 Marks	For accounting year 2014-15, 2015-16 & 2016-2017, 2017-18 (If submitted to concern authority) audited balance sheet is must with ITR
2.	<ul style="list-style-type: none"> 500- 1000 Man power supplied in each of the single contract in last 3 yrs. 1001-1500 Man power supplied in each of single or two contracts in last 3 yrs. 1501+ Man power supplied in single or two contracts in current or ongoing projects. <p>Last three year means 2015-16 & 2016-2017, 2017-18</p>	03 Marks 05 Marks 10 Marks	Only skilled/ unskilled along with P.O for current projects & performance certificate for completed projects. Bidder has to submit documents for just one option out of three options as best suited.
3	<ul style="list-style-type: none"> Upto 1000 employees on payroll Upto 2000-10000+ employees on payroll 10000 + employees on payroll 	03 Marks 05 Marks 10 Marks	Submit EPFO and ESIC Challans for last 3 months that is July, Aug & Sept 2018.
4	<ul style="list-style-type: none"> Only 1 valid quality certificate 2-4 + Valid quality certificates 5 or more Valid quality certificates 	03 Marks 05 Marks 10 Marks	Man Power related only & compliances should be more than 1 year of such certificates 5.
5.	<ul style="list-style-type: none"> Experience min 5 manpower projects with Govt Institutes Experience 6-10 + manpower projects with Govt Institutes Experience + 10 + manpower with Govt Institutes 	03 Marks 05 Marks 10 Marks	Only skilled/ unskilled along with P.O. or performance certificates during last 3 years only
6.	<ul style="list-style-type: none"> Performance certificates- 01-03 Performance certificates- 03-05 Performance certificates-05 + 	03 Marks 05 Marks 10 Marks	Only skilled/ unskilled & for last 3 years only & preferably from govt institutes.
7.	<ul style="list-style-type: none"> Existing No. of ongoing projects- 5-10 projects Existing No. of ongoing projects- 11-20 projects Existing No. of ongoing projects- 20 + projects 	03 Marks 05 Marks 10 Marks	Only skilled/ unskilled category

***All the Parameters from Serial No. 1 to 7 bear Max 10 Marks each.**

Note: Bidder must provide supporting documents for each of the above parameters. No clarifications will be asked later on in case of incomplete or doubtful supporting documents & if such found, bidder will be assigned '0' marks for that particular criterion.

Matrix calculation for financial bid will be 30 marks & shall be as follows:

L1 (net total in financial bid) = 30 Marks

L2(net total in financial bid) = 20Marks

L3(net total in financial bid) = 10 Marks

L4 & rest (net total in financial bid) = 05 Marks

Evaluating Criterion:

- Only those who Qualify in Min eligibility will be considered in Technical Matrix evaluation.
- Only those who score min 30 marks out of 70 marks in Technical matrix calculation will proceed for Financial Bid evaluation.
- In case of tie between 2 or more bidders after financial bid, A bidder who has scored higher in Technical bid evaluation will be declared L1.
- In case of tie even after that, bidder which has more experience in terms of providing man power services (skilled/ unskilled) in govt. recognized University/ Institutes will be declared L1.
- **Further university proposes to offer the job to at least 03 (THREE) agencies at the L-1 rates of shortlisted bides in financial bids as per the requirement of the University.**