

Rama Devi Women's University, Bhubaneswar, Odisha

TENDER CALL NOTICE

No. 4020 Dt. 1.8.18

Sealed tenders are invited from reputed, Registered Agencies / Service Providers to provide manpower services to Rama Devi Women's University, Bhubaneswar on contract basis under two-bid system. The tenderer must be experienced having PAN, EPF, ESI, and Service Tax Registration, all tax clearances and valid licence from appropriate authority. The tender documents and detailed information are available in the University Website [www.rdwuniversity.nic.in](http://www.rdwuniversity.nic.in). The tenderers are required to download respective tender papers and submit as per guidelines. The tender opens on 03.08.18 and closes on 17.08.18 (2 P.M). Incomplete tender in any respect will not be entertained. The authority reserves the right to reject all and / or any tender at any stage without assigning any reason thereof.

  
Registrar

Memo No. 4021

Dt. 1.8.18

Copy to all Notice Boards/ University website / The Samaj/ Chairperson, P.G.Council/ CoF/ OIC stores and purchase / respective OICs/ Dy.Registrar (Estd.) for information and necessary action / PS to Vice Chancellor for information of the Vice-Chancellor.

  
Registrar

TENDER DOCUMENTS

FOR

SELECTION OF MANPOWER SERVICE  
PROVIDER FOR RAMA DEVI WOMEN'S  
UNIVERSITY, BHUBANESWAR

Rama Devi Women's University,  
Bhubaneswar-751022  
[rdwuniversity.nic.in](http://rdwuniversity.nic.in)

## **TENDER DOCUMENT**

### **IMPORTANT INFORMATION TO THE BIDDER**

- a) Period of issue of Tender Document: 03.08.2018 to 17.08.2018 (upto 2.00p.m.)
- b) Date and time for submission of Tender Documents:03.08.2018 to 17.08.2018 (upto 2.00p.m.)
- c) Date and time for opening of :
  - i) Technical Bids : 17.08.2018 at 3.00p.m.
  - ii) Financial Bids of eligible Bidders : 17.08.2018 at 4.00p.m.
  - iii) Venue :The University Office (Common Room)
- d) Cost of Tender : Rs.500/- Tender documents may be downloaded & tender cost fees of Rs.500/- in shape of DD/ pay order drawn in favour of "Comptroller of Finance, Rama Devi Women's University, Bhubaneswar. To be attached to Technical Bid.
- e) Earnest Money Deposit (EMD)-Rs.10000/--(In shape of DD/Pay order drawn in favour of "Comptroller of Finance, Rama Devi Women's University, Bhubaneswar. To be attached to Technical Bid.)

## CONTENTS OF TENDER DOCUMENT

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. **RAMA DEVI WOMEN'S UNIVERSITY, BHUBANESWAR.-751022** requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Asst.-cum DEO, Lab-Assistant, Attendant, Electrician & Watchman.**
2. The contract for providing the aforesaid manpower is likely to commence from 01.09.2018 and would continue till 31.03.2019. The period of the contract may be further extended beyond 31.03.2019 provided the requirement of the University for Manpower persists at that time or may be curtailed / terminated before 31.03.2019 owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the University requirements. The Authority, however, reserves the right to terminate this initial contract at any time after giving 15 days' notice to the selected Service Provider.
3. This University has tentative requirement of 12Asst.-cum DEO, 05Lab- Assistant, 14Attendants, 01 Watchman and 01Electrician. The requirements may increase / decrease in any / all the categories.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with tender cost fees and EMD and other requisite documents by 17.08.2018 up to 2:00 P.M. at RAMA DEVI WOMEN'S UNIVERSITY, BHUBANESWAR, by hand only. University is not responsible for any kind of delay.
5. The various important dates relating to " Tender for providing Manpower Services to the Rama Devi Women's University, Bhubaneswar-751022" are indicated in the important information to the bidder as stated in page-1
6. The tender has been invited under two bid system i.e Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical Bid for providing Manpower Service to RAMA DEVI WOMEN'S UNIVERSITY, Bhubaneswar" and "Financial Bid for Providing Manpower Services to RAMA DEVI WOMEN'S UNIVERSITY, Bhubaneswar". Both sealed envelopes should be kept in a third sealed envelope superscribing "Tender for providing Manpower Services to Rama Devi Women's University, Bhubaneswar" **The Tender should be addressed to The Registrar, R.D.Women's University, Bhubaneswar.-22.**
7. Tender cost of Rs.500/- (Rupees five hundred only) (non-refundable) the Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees ten thousand only) (refundable without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand draft / pay order drawn in favour of the "Comptroller of Finance, Rama Devi Women's University, Bhubaneswar, failing which the tender shall be rejected summarily.

8. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self-attested), along with the Technical Bid failing which their bids shall be summarily / out rightly rejected and will not be considered any further:

- a) Registration certificate of the applicant's organization;
- b) Copy of PAN / GIR card;
- c) Copy of the IT return filed for the last three financial years;
- d) Copies of EPF and ESI certificates;
- e) Copy of the Service Tax registration certificate/GST registration certificate.
- f) Certified extracts of the Bank Account containing transactions during last three years.
- g) Copies of P/L A/c, B/S, Auditor's Report certifying the financial turnover of last 3 F.Y.

9. The conditional bids shall not be considered and will be out rightly rejected in the very first instance.

10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form, In such cases, the tender shall be summarily rejected., However, the cuttings , if any, in the Technical Bid application must be initiated by the person authorized to sign the tender bids.

11. The Technical bids' shall be opened on the scheduled date and time at 3.00 P.M. on 17.08.2018, in the staff common room of Rama Devi Women's University, Bhubaneswar.

12. The Financial Bid of only those bidders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 4.00 P.M. on 17.08.2018.

13. The Authority, Rama Devi Women's University, Bhubaneswar reserves the right to annul all bids or any without assigning any reason thereof at any stage.

## TECHNICAL SPECIFICATIONS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfil the following technical specifications:
  - a. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of Bhubaneswar.
  - b. They should be registered with the appropriate registration authority;
  - c. They should have at least two/three years' experience in providing manpower to Government Departments, Public Sector Companies / Banks, etc;
  - d. They should have their own Bank Account;
  - e. They should be registered with Income Tax and Service Tax departments;
  - f. They should be registered with appropriate authorities under Employee Provident Fund and Employees State Insurance Acts.
  - g. They should have any other regulatory clearance ( to be specified by the user department ) that may be required for providing manpower services
  - h. Minimum turn-over requirement. (Rs.2 crore P.A.)for last three years.
  - i. Execution of contracts of similar type ( at least five ) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

## Qualification of Manpower To be deployed By the Successful Manpower Service Provider

1. She / He should have no vigilance records / misconduct against him/her. He/ She should write /Speak Odia.
2. Qualification of different manpower is as under:
  - i) **Asst.-cum DEO**: Any Graduate, Minimum 1 year of experience.
  - ii) Lab-Assistant (for Home Science): Graduate with Honours in Home Science ; Job Experience of 2 years.
  - iii) **Watchman**: Passed 8<sup>th</sup> standard; Male;Experience minimum 5 years.
  - iv ) **Attendant**:Passed 8<sup>th</sup> standard; Experience minimum 1 year.
  - v )Electrician : Diploma in Electrical, Minimum 5years of experience.

## APPLICATION-TECHNICAL BID

### For Providing Manpower Services to Rama Devi Women's University, Bhubaneswar

1. Name of Manpower Service Provider with Registration No:

2. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ date \_\_\_\_\_  
of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_

• Details of Tender cost fees: DD No. \_\_\_\_\_ date \_\_\_\_\_  
of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_

3. Name of Proprietor / Partner/Director: \_\_\_\_\_

4. Full Address of Registered Office: \_\_\_\_\_  
Telephone No. \_\_ E-  
Mail Address:

5. Full address of Operating / Branch Office : \_\_\_\_\_

Telephone No. \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

6. Name & telephone no. of Authorized \_\_\_\_\_  
Officer/Person to liaise with Field Office (s)

7. Banker of the Manpower Service Provider : \_\_\_\_\_  
(Attach certified copy of statement  
of A/C for the last Three Years)

Telephone Number :  
Of Banker

8. PAN/GIR No.: \_\_\_\_\_  
(Attach attested copy)

9. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)

10. E.P.F. Registration No.: \_\_\_\_\_  
(Attach attested copy)

11. E.S.I. Registration No.: \_\_\_\_\_  
(Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 3 financial years [Attach copies of Balance Sheet , P/L A/C & Auditor's receipt].

Financial Year	Amount (Rs. in crore)	Remarks, if any
2014-15		
2015-16		
2016-17		



13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

SI. No.	Name of client, address, telephone & fax no.	Manpower Service Provider		Amount of Contract (Rs. Lacs)	Duration of Contract	
		Type of Manpower provided	No.		From	To

15. Additional information, if any  
(Attach separate sheet, if required)  
Date : Place:

Signature of authorized  
PersonName:  
Seal:

### **Declaration**

1. I, \_\_\_\_\_ Son/Daughter/wife of \_\_\_\_\_ Proprietor/ Director / Authorized Signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief I/We, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date :  
Place :

Signature of authorized Person  
Full Name :  
Seal :

APPLICATION- FINANCIAL BID

For Providing Manpower Services, Rama Devi Women's University, Bhubaneswar.

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc.

SI No	Manpower Type	Monthly Rate per Employee					
		Remuner- ation(Rs.)	Employer share of EPF	Employer share of ESI	Other Statutory dues, if any	Service Charge	Total per Person
1	Asst.-cum DEO						
2	Lab-Assistant						
3	Electrician						
4	Attendant						
5	Watchman						

Date:

Signature of Authorized Person

Place:

Name:

Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering in-to the contact.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. Tender of the Bidder quoting less remuneration than the minimum remuneration as fixed by the Govt. will be rejected.
4. The service provider quoting the lowest total remuneration (taking all categories together) will be considered as L-1.

## **TERMS & CONDITIONS**

### **GENERAL**

1. The Agreement shall commence from 01.09.18 and shall continue till 31.03.2019 unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on 31.03.2019 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/ deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
5. The University, at present, has tentative requirement of Asst. cum DEO(12), Lab-Assistant(05), Electrician (01), Attendant-(14), and Watchman (01) on urgent basis. The requirement of the University may further increase or decrease marginally, during the period of initial contract also and the tendered would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the University so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the University or Office concerned shall be that of the Manpower Service Provider and the University or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the University or Office concerned.
10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the University or Office concerned.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The University shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the University or Office concerned and an Authorized representative of the Manpower Service Provider.
12. The University shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. \*

17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

18. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good-will and enhance the image of the University or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

\* Note :- Registration/License under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.

### **LEGAL**

20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the University or office concerned. The University or office concerned shall have no liability in this regard.

22. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the University or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the University or office concerned.

23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the University or office concerned or any other authority under Law.

24. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the University or the office concerned is put to any loss / obligation, monetary or otherwise, the University or the office concerned will be entitled to get itself reimbursed out of the outstanding bills of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The University or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the University or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills.

### **FINANCIAL**

27. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 07 days from date of placing the order the EMD shall stand forfeited without giving any further notice.,

28. In case of breach of any terms and conditions attached to this agreement, the Agreement will be annulled.

29. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the University or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

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

31. The amount of penalty calculated @ Rs.100 per day on account of delay; if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

32. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

34. All disputes shall be under the jurisdiction of the court at Bhubaneswar, where the headquarters of the authority, who has executed the agreement, is located.

35. The successful bidder will enter into an agreement with this University for supply of suitable and qualified manpower as per requirement of this University on the above terms and conditions.

## DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate/GST registration certificate.
7. Attested copy of P.F. registration letter / certificate;
8. Attested copy of the ESI registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency(copies of P/L A/C, B/S & Auditor's certificate);
10. Certified documents in support of entries in Column 13 of Technical Bid application;
11. Copy of valid contract Labour License (R & A) Act, 1970
12. Copy of Audited statement of Accounts for last 3 years;
13. Tender cost fees & EMD in shape of DD/Banker's Cheque;
14. Copy of the terms and conditions at pages 10,11 in Tender Document with  
each page duly signed and sealed by the authorized signatory of the agency in token  
of their acceptance.

## DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER.

1. List of manpower short listed by agency of deployment in R. D. Women's University, Bhubaneswar containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

## AGREEMENT

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Registrar, R. D. Women's University, Bhubaneswar here-in- after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part.

AND

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_, here-in-after called the 'Manpower Service Provider' Which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of " \_\_\_\_\_ " are required in \_\_\_\_\_ Department / Office.

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provisions of the agreement.

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "Manpower Service Provider".

**Now this agreement witnesses as below:-**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Manpower Service Provider", the "Manpower Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as " \_\_\_\_\_ " in the \_\_\_\_\_(name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "Manpower Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid upto \_\_\_\_\_ .

**IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the \_\_\_\_\_ day \_\_\_\_\_ and \_\_\_\_\_ year first written above.

Signature of the Officer  
  
authorized to sign on behalf  
of Manpower Service Provider

An officer acting in the  
  
premises for and on behalf of the  
Registrar, Rama Devi Women's  
University, Bhubaneswar

Signature of the Authority  
In the Presence of witness:

**Witness**  
  
1.Name:1.Name:  
Address:Address:  
  
2.Name:2.Name:  
Address:

**Witness**  
  
Address:



## ANNEXURE

### TERMS & CONDITIONS OF THE AGREEMENT

- 1.The Agreement shall commence from 01.09.2018 and shall continue till 31.03.2019 unless it is curtailed or terminated by the authority owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc. or change in requirements.
- 2.The Agreement shall automatically expire on 31.03.2019 unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
- 3.The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
- 4.The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without the prior written consent of the Authority.
- 5.The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 6.The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
- 7.The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the University so that optimal services of the persons deployed could be availed without any disruption.
- 8.The entire financial liability in respect of manpower services deployed in the University or Office concerned shall be that of the Manpower Service Provider and the University or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the University or Office concerned.
- 9.For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the University or Office concerned.
- 10.The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The University shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the College or Office concerned and an Authorized representative of the Manpower Service Provider.
11. The University shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
12. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

13. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

14. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

15. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.

16. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

17. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good-will and enhance the image of the University or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

19. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

20. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard.

21. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the University or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Department or office concerned.

22. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

23. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the University or office concerned.

24. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the University or the office concerned is put to any loss / obligation, monetary or otherwise, the University or the office concerned will be entitled to get itself reimbursed out of the outstanding bills of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

25.The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The University Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the University or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

25.The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the College or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

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

28. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

29.The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

30.In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

31.All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.