



UTKAL UNIVERSITY OF CULTURE

Sanskriti Vihar, Madanpur, Bhubaneswar-752 054

Phone – 0674-2972312, E-mail: mailboxuuc@gmail.com, www.uuc.ac.in

No. 967/UUC Dt. 13-06-2019

TENDER CALL NOTICE FOR REQUIREMENT OF SERVICES OF VARIOUS MAN POWER

Scaled quotations / tenders are invited from intending registered Service Providers who are willing to provide the services of 1 Plumber/ 1 Electrician/ 1 Matron/ 1 Data Entry Operator/ 1 Care Taker/ 26 nos of Security Guards/ 4 Gardeners/ 7 Sweepers/ 5 nos of Multi Task Assistants. Details of requirement of various categories of manpower are mentioned in the tender documents along with terms and conditions which are available in the official website of Utkal University of Culture, **www.uuc.ac.in (Tenders and Quotations)**. Interested agencies are requested to visit the University Website to download the Tender Documents for requirement of man power to be deployed in the University with terms and conditions and other informations. The Service Provider has the option either to apply for a specific category of man power or for all the categories. Any clarification, if required, may be sought from the office of the University (**Mob No. 8658271429**). Tender papers in prescribed format, complete in all respect with self attested copies of the supporting documents, as per the requirement, shall be sent to the **Registrar, Utkal University of Culture, Sanskruti Vihar, Madanpur, Bhubaneswar – 752054** either by speed post or registered post. Tender papers can also be dropped in Tender Box kept in the administrative block of the University. The last date for receipt of tender paper is **15-07-2019 (04.00 P.M)**. The tender forms will be opened on **17-07-2019 and 18-07-2019 at 03.00 P.M** in the office chamber of the undersigned in presence of the bidders or their authorized representatives.

Sd/-
REGISTRAR



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**Tender Document for
Engagement of 26 number of
Security Personnel/5 number
of MTAs/4 number of
Gardeners/7 number of
Sweepers on outsourcing basis
Through Service Provider.**

**Utkal University of Culture, Sanskruti
Vihar, Madanpur, Bhubaneswar -
752054**



Model Bidding/Tender Documents

**Utkal University of Culture, Sanskruti Vihar, Madanpur, Bhubaneswar -
752054**

....

Date :-

Tender Notice for award of contract for providing of services of 26 number of Security Personnel/5 number of MTAs/4 number of Gardeners/7 number of Sweepers in Utkal University of Culture, Sanskruti Vihar, Madanpur, Bhubaneswar - 752054 for a period of one year .

Sealed tenders are invited from reputed manpower agencies/service providers to provide the services of **26 number of Security Personnel/5 number of MTAs/4 number of Gardeners/7 number of Sweepers**, in Utkal University of Culture, Sanskruti Vihar, Madanpur, Bhubaneswar - 752054 for a period of one year through a suitable placement agency on agreement basis for day to day work, as required by the University.

The detailed information for outsourcing the services of aforesaid posts has been given in the Tender Document which may either be downloaded from the website <http://www.uuc.ac.in> (Tenders and quotations). The last date and time for submission of Tender document is **dt.15 Jul 19 by 4.00P.M.**

REGISTRAR



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**Utkal University of Culture, Sanskruti Vihar, Madanpur,
Bhubaneswar - 752054**

TENDER DOCUMENT

**For providing of services of 26 number of
Security Personnel/5 number of MTAs/4
number of Gardeners/7 number of Sweepers,,
in Utkal University of Culture, Sanskruti Vihar,
Madanpur, Bhubaneswar - 752054 for a period
of one year by a Private Manpower Service
Provider**

- (a) **Last Date and time for submission of Tender Document** **15 Jul 19 at 04.00P.M.**
- (b) **Date and time for opening of**
- (i) **Technical Bids** **17 Jul 19 at 03.00 P.M.**
- (ii) **Financial Bids of eligible Bidders** **18 Jul 19 at 03.00 P.M.**
- (d) **Likely date for commencement of deployment of required manpower** **01 Aug 2019**



SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Utkal University of Culture, Madanpur Bhubaneswar - 752054 requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **26 number of Security Personnel/5 number of MTAs/4 number of Gardeners/7 number of Sweepers**, on contract basis for day to day work, as required by the deployed man power.
2. The contract for providing the aforesaid manpower is likely to commence from **01 Aug 2019** and would continue till **31 Jul 2020**. The period of the contract may be further extended beyond **31 Jul 2020** provided the requirement of the University for manpower persists at that time or may be curtailed/terminated before **31 Jul 2020** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the University's requirements. The University, however, reserves 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 **26 number of Security Personnel/5 number of MTAs/4 number of Gardeners/7 number of Sweepers**. The requirements may increase/decrease in the category.
4. The estimated cost of the contract is **Rs.50,00,000/- per annum**.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs.10,000/-** and other requisite documents by **15 Jul 2019** upto **04.00 P.M.** at Utkal University of Culture, Madanpur Bhubaneswar-752054, either through Speed Post/Registered Post or dropping the tender documents in the "**Tender Box**" kept in the University Office at Madanpur.
6. The various crucial, dates relating to "**Tender for Providing Manpower Services to the Utkal University of Culture, Madanpur Bhubaneswar-752054**" are cited as under.
 - (b) Last date and time for submission of Tender Document-**15 Jul 2019 by 4.00 P.M.**
 - (c) Date & time of opening of
 - (i) Technical Bids-**17 Jul 2019 at 03.00 P.M.**
 - (ii) Financial Bids of eligible Tenders and Selection- **18 Jul 2019 at 04.00 P.M.**
 - (d) Likely date for commencement of deployment of required manpower – **01 Aug 2019.**



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7. 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 super scribing **“Technical Bid for Providing Manpower Services to Utkal University of Culture, Bhubaneswar - 752054”** and **“Financial Bid for Providing Manpower Services to Utkal University of Culture, Bhubaneswar - 752054”**. Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to the Utkal University of Culture, Bhubaneswar - 752054”**.
8. 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 Registrar, **Utkal University of Culture, Bhubaneswar – 752054 failing which the tender shall be rejected summarily.**
9. The successful tender will have to deposit a Performance Security Deposit of **Rs.70,000/- (Rupees Seventy Thousand)**only in the form of Bank Guarantee from any Nationalized Bank drawn in favor of **Registrar, Utkal University of Culture, Bhubaneswar – 752054** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.
10. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments/Central Government), along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further:**
- Registration certificate of the applicant organization;
 - Copy of Aadhar/PAN card;
 - Copy of the IT return filed for the last three financial years;
 - Copies of EPF and ESI certificates;
 - Copy of the GST registration Certificate;
 - Certified extracts of the Bank Account containing transactions during last three years.
11. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**



12. 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 cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
13. The Technical bids shall be opened on the scheduled date and time at **03.00 P.M. on Dt.17 Jul 19**, in the office of Registrar, Utkal University of Culture, Bhubaneswar - 752054, in the presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.
14. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at **03.00 P.M. on dt.18 Jul 2019** in the office of the Registrar, Utkal University of Culture, Bhubaneswar - 752054, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
15. The Vice Chancellor of the University has the right to cancel all bids without assigning any reason.



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TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill 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 Department, Public Sector Companies/Banks, etc;
 - (d) They should have their own Bank Account;
 - (e) They should be registered with Income Tax and GST department.
 - (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - (g) They should have any other regulatory clearance (to be specified by Utkal University of Culture) that may be required for providing manpower services.



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TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE UTKAL
UNIVERSITY OF CULTURE, MADANPUR, BHUBANESWAR**

1. She/he should be above 18 years of age and not exceeding 40

Years.

2. (i) **Minimum Education Qualification for all Categories** -

(ii) For Sweepers/Gardeners – No educational qualification is required.

Experiences shall be given preference.

(iii) Security Guards - Class X th Pass from a recognized Board with experience in the field. They should be medically fit and should not suffer from any contagious or chronic diseases.

(iv) Multi Task Assistants (Office Bearers/Attendants) – Class XII th Pass from a recognized Board/Council with experiences in the respective field.

Preference may be given to the person having adequate experience, if any, in their respective fields

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APPLICATION - TECHNICAL BID

For Providing Manpower Services to Utkal University of Culture, Madanpur, Bhubaneswar.

1. Name of Tendering Manpower Service Provider: _____

2. Details of Earnest Money Deposit: DD _____ date _____
No. _____

of Rs. _____ drawn on _____
Bank _____

3. Name of Proprietor/ Partner/Director: _____

4. Full Address of Registered : _____
Office _____

Telephone No.: _____

FAX No. : _____

E-Mail Address : _____



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5. Full address of Operating/

Branch Office : _____

Telephone No.: _____

FAX No. : _____

E-Mail Address : _____



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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. Adhaar/PAN / No. : _____
(Attach attested copy)
9. GST 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.



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**Financial Year
any**

Amount (Rs. in Lakhs)

Remarks, if

2016-17

2017-18

2018-19

13. Additional information, if any:

(Attach separate sheet if space provided is insufficient)



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14. Give details of the of the major contracts handled by the Tendering Man power Service Provider during the last three years in the following format :-

Name of Client address, Telephone & Fax No	Man power Services provided		Amount of contract (Rs. In Lakhs)	Duration of contract	
	Type of man power provided	No.		From	To

:

Signature of authorized Person

Name

Seal

Date :

Place

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DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri _____ 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.

Signature of authorized person

Full Name :

Seal :

Date :

Place :



APPLICATION - FINANCIAL BID

**For providing Manpower Assistance to Utkal University of Culture,
Madanpur, 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:

Sl No.	Man Power Type	Monthly Rate Per person					Total per person
		Take Home Remuneration	Statutory Dues if any			Service Charge	
			EPF	ESI	Other		
1	Security Guard						
2	Multi Task Assistants						
3	Gardeners						
4	Sweepers						

* Minimum take home remuneration per person should not be **less than minimum wages applicable for the job as per the Notification for 26 number of Security Personnel/5 number of MTAs/4 number of Gardeners/7 number of Sweepers**. The employer's contribution towards EPF, ESI, Service charges, Service Tax & other statutory dues will be reimbursed by the University.* No bifurcation of take home remuneration is allowed.

Note :- (i) Gardeners & Sweepers are categorized as **Unskilled** and their wages is Rs 280/- per day + ESI + EPF + GST (as applicable) as per the Govt Circulars. Hence their Take Home Remunerations may be calculated accordingly and shown in the Financial Bid.

(ii) Multi Task Assistants and Security Guards are categorized as **Semi Skilled** and their wages is Rs 320/- per day + ESI + EPF + GST (as applicable) as per the Govt Circulars. Hence their Take Home Remunerations may be calculated accordingly and shown in the Financial Bid.

The total rates quoted by the Tendering agency should be inclusive of all Statutory/Taxation liabilities in force at the time of entering into the contract. **The payment shall be made on conclusion of the calender month only on the basis of no of working days for which duty has been performed by each manpower.**

Signature



TERMS &
CONDITIONS

GENERAL

1. The Agreement shall commence from **dt.01 Aug 2019** and shall continue till **dt. 31 Jul 2020** 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 **dt 31 Jul 2020** 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 organization by whatever name be called without the prior written consent of the Authority.
5. The University, at present, has tentative requirement of **26 number of Security Personnel/5 number of MTAs/4 number of Gardeners/7 number of Sweepers** on urgent basis. The requirement of the University may further increase or decrease marginally, during the period of initial contract also and the tenderer 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 after giving 15 days notice to the Manpower Service Provider.

8. The persons deployed shall be required to report for work, as may be required, to the Registrar or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M. and may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made. Various places at the University campus shall be manned round the clock by the security guards by three persons (8hrs per person in three shifts).

9. In case the person deployed is asked to work beyond 8 PM, he/she shall be entitled to late sitting-cum-refreshment compensation of **Rs.50/- (Fifty) per day.**

10. The person deployed may be called on holidays to attend to duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.

11. 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.

12. The entire financial liability in respect of manpower services deployed in the University shall be that of the Manpower Service Provider and the University 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.

13. 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.



14. 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 and an Authorized representative of the Manpower Service Provider.

15. 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.

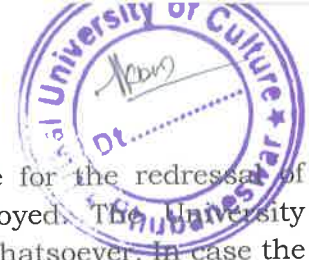
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

17. 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.

18. 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.

19. 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.*

20. 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.



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

22. 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. 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

23. 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.

24. 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. The University shall have no liability in this regard.

25. 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 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.

26. 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 any other authority under Law.

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

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

29. 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 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 by the persons employed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

Financial

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs 10,000/- in the form of Demand Draft / Pay Order drawn in favour of Registrar, Utkal University of Culture, Bhubaneswar, failing which the tender shall be rejected out rightly.

31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 10 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

32. The successful tenderer will have to deposit a Performance Security Deposit of **Rs 70,000/-** only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Authority covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders.

33. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.

34. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified, 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.



35. The claims in bills regarding Employees State Insurance, Provident Fund, and GST 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.

36. The amount of penalty calculated @ **Rs.100/- per man 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.

37. 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.

38. 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 of the University for his decision and the same shall be binding on all parties.

39. All disputes shall be under the jurisdiction of the court located at Bhubaneswar.

40. 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.

41. UUC shall permit revision of minimum wages whenever revised minimum wages applicable is notified by the Govt.

42. That the Service Provider shall pay and continue to pay the agreed remuneration to the employees and if, it is found that less wages were paid, the agreement will be terminated forthwith and the deficient remuneration will be deducted by the University from the Service Providers Dues/Performance Security.



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 Aadhar/PAN ;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of GST registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I registration letter / certificate;
9. Certified documents in support of the financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Each page of the terms and conditions which have been annexed with the Tender Documents are to be signed and sealed by the authorized signatory of the agency in token of their acceptance.**
12. Authorization Certificate of Agency.



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

1. List of Manpower short listed by agency for deployment in **Utkal University of Culture, Bhubaneswar** containing full details i.e. date of birth, marital status, address, educational certificate, experiences if any etc.
2. Bio-data of all persons with Passport size Photograph.
3. Copy of Adhar Card..
4. Any other document considered relevant.



AGREEMENT

This agreement is made on this _____ day of _____ between the Registrar, Utkal University of Culture, Bhubaneswar,

Odisha 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 Utkal University of Culture, Madanpur Bhubaneswar.

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 constructed 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 Utkal University of Culture 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**

**Signature of the Authority An
officer acting in the premises
for and on behalf of the Utkal
University of Culture**



In the presence of witness:-

Witness

1.
Name.....

Address.....
...

2.
Name.....
Address.....
...

Witness

1. Name.....

Address.....

2.
Name.....
Address.....
...



ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from **dt.** and shall continue till **dt.** 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 **dt.** 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 organization 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 after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M. and may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. In case the person deployed is asked to work beyond 8 P.M., he/she shall be entitled to late sitting-cum-refreshment compensation of ` 50/- (Fifty) per day.



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9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.

10. 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.

11. The entire financial liability in respect of manpower services deployed in the University shall be that of the Manpower Service Provider and the University 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.

12. 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.

13. 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 and an Authorized representative of the Manpower Service Provider.

14. 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.

15. 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.

16. 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.

17. 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.



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Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

18. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, GST 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.

19. 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.

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

21. 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 Department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

22. 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.

23. 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 University shall have no liability in this regard.

24. 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 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 in each month.



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25. 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 any other authority under Law.

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

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

28. 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 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 by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

29. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.

30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Development Section of the University 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.

31. Both the parties to agreement (University & Service Provider) shall abide by the Statutory Guidelines of the Govt or any other competent authority which may come out in future in modification of existing guidelines or in fresh and as such the terms and conditions in this regard shall be modified/changed by mutual consent of both the parties.



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32. 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 University.

33. UUC shall permit revision of minimum wages/remuneration, whenever revised whenever revised minimum wages applicable is notified.

34. That the Service Provider shall pay and continue to pay the agreed remuneration to the employees and if, it is found that less wages were paid, the agreement will be terminated forthwith and the deficient remuneration will be deducted by the University from the Service Provider dues/performance Security.

35. 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.

36. 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.

37. 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.

38. All disputes shall be under the jurisdiction of the court at Bhubaneswar.