

TERMS AND CONDITIONS

1. Interpretation

In these terms of OUTSOURCING MANPOWER, (the Terms) the following expressions shall be given the meanings assigned to them hereunder:

1. The contract is awarded for a period of two year at the first instance and the date will be reckoned from the date of award of contract, unless it is curtailed or terminated by this University owing to deficiency of service, substandard quality of temporary personnel deployed, breach of contract, reduction or cessation of the job requirements etc. On expiry of the said period of Contract, the period of Contract may be extended on mutual consent on the same rates and terms and conditions up to a maximum period of two years.
2. The Agency should have its Registered office at A & N islands as mandatory eligibility for applying and the contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this University.
3. The University, at present, has requirement of Junior Assistant-cum-Typist, & Multi-Tasking Staff (Attendant / Helper) etc. on Daily Wage Basis. The requirement of the University may increase or decrease during the period contract also and the selected Agency would have to provide additional personnel, if required on the same terms and conditions.
4. The tenderer will be bound to give the details as desired and other details furnished by him / her to this University, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
5. The University reserves right to terminate the contract during initial period also after giving a month's notice to the contracting agency.

2. Obligations of the Provider/Tenderer.

2.1 The Provider will introduce to the University a suitable Personnel to carry out work for the University of such Nature as the University shall notify to the Provider when placing its order for a Personnel on daily wage basis.

2.2 The provider shall ensure that the individual deployed in the University conform to the educational and skill qualification as under or IGNOU norms.

Sl. No	Name of the post	Essential Qualification & Experience	Desirable
1	Junior Assistant cum Typist(JAT)	10+2 or its equivalent and typing speed of 40 wpm. in English or 35	A Bachelor's Degree from a recognized

		wpm. in Hindi on Computers	University
2	Multi Tasking Staff	10th Pass or ITI equivalent.	-----

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

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

2.4 The person deployed shall be required to report for work at 9:30 hrs. to the Regional Centre and would leave at 18:00 hrs. In case, person deployed is absent on a particular day or comes late /leaves early on three occasions, one day wage shall be deducted.

2.5 The Provider will be fully responsible to pay for the specified compensation to the personnel 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 university reserves every right to honor or dishonor the claim.

2.6 A claim is preferred to enable the University to pass the bill of the Provider for that month. These documents will be verified and certified by the University staff assigned for this purpose from the original documents. If the Provider fails to do so, his bill will not be paid. The Agency will also enclose the Acquaintance Roll, EPF statement, ESI and bank confirmation of crediting salary/wages to the staff with their bill for that month which will also be verified and certified by the University staff from the original documents to ensure that proper wages have been paid to the personnel concerned. The wages have to be paid either by Account Payee Cheques or NEFT/RTGS only. The payment towards reimbursement of paid wages will be made by the University within 10 days to the date of receipt of bills. This shall also be applicable to the payment of reimbursement of employer contribution for EPF/ESI already deposited by the provider.

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

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

2.9 The Provider shall be solely and exclusively liable to discharge all statutory and other liabilities in respect of the Temporary hands provided to the University including but not limited to ESIC and EPF etc. The University shall have no liability whatsoever with respect to the aforesaid, except the reimbursement of statutory EPF/ESI, which the provider has deposited with the EPF/ESI, authorities as employer's contribution. The University shall

reimburse on receipt of proof of the deposit in respect of EPF/ESI. The Challan to be submitted should exclusively pertain to the persons provided to the University only.

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

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

2.12 The persons deployed by the agency shall not claim nor shall be entitled to pay, TA (within 8 KM) Perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this University during the currency or after expiry of the contract.

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

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

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

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

2.17 The Daily Wagers Personnel deployed by the Provider to IGNOU shall at no time be treated as the employees of the University and also shall have no claim to be regularized in the services of the University. But the Provider will not change the personnel once deployed by it in the University without prior permission of the University, as the frequent changes in deployment of Daily Wagers Personnel may hamper the day to day work of the University. **In case resignation, 07 days prior notice should be given by the Agency or 07 days wages(pay) will be recovered from the Agency. The penalty charges will be recovered from the present bill under intimation to the Agency.**

2.18 The Provider shall have to change over or replace the Daily Wagers Personnel as and when required by the University whether or not such personnel are found guilty of any misconduct. It shall not be necessary for the University to assign any reason to the Provider

or the concerned person or any other person in respect of any such change and replacement required by the University.

2.19 The Provider has to ensure that the Daily Wagers Personnel deployed are not forming any Association/Forum in respect of IGNOU matter nor they should be allowed to join in any Association/Forum of IGNOU.

2.20 The Provider has to ensure timely deployment of Daily Wagers Personnel as required by the IGNOU and fulfil other obligations stated above with 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.

2.21 The tenderer will undertake not to charge any registration fee from the person to be sponsored except Rs.300/- being administrative expenses. Any complaint in this regard, the University reserves the right to initiate appropriate action on the Agency.

2.22 There is no provision of leave or leave salary/wages for the outsourced staff deployed by the Agency to this university. The rules framed by the university in view of welfare scheme will be applicable. National Holidays will be treated as paid or present. The university functions Monday to Friday as working day at all India level following Holidays notified by the university.

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