

AGREEMENT

This Agreement is made on this day of at Ujjain, (M.P.), between the Maharshi Sandipani Rashtriya Veda Vidya Pratishthan (MSRVVP), hereinafter referred to as "The Pratishthan", through Secretary, MSRVVP, under the Ministry of Human Resource Development, Govt. of India, which expression shall include all its officers, successors and assigns on the FIRST PARTY.

AND

.....hereinafter referred to as "Service Provider" which expression shall mean and include its representatives, legal heirs and assigns on the SECOND PARTY.

WHEREAS, the First Party is an autonomous organisation under the Ministry of HRD, Government of India, and the First Party proposes to engage an experienced and professionally qualified agency to provide services for repair & maintenance of electrical fittings & Installation at the campus of "The Pratishthan" at Veda Vidya Marg, Chintaman Ganesh Jawasia, Ujjain, M.P.

WHEREAS the Second Party has expressed their desire to deploy well-trained physically and medically fit personnel for providing services to the First Party under this agreement and whereas the Second Party has also represented that they possess professionally qualified skilled manpower and financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the First Party from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the First Party, the parties hereby enter into the Agreement to provide the agreed services on the terms and conditions appearing hereinafter.

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. OBLIGATIONS OF THE SECOND PARTY

- (a) The Second Party shall provide services..... at the premises of the First Party at the Pratishthan's Campus at Veda Vidya Marg, Chintaman Ganesh, Jawasia, Ujjain, M. P. and will be responsible for repair & maintenance of electrical fittings & Installation of the entire campus. Further, during change of shift, the personnel on duty shall leave the Campus only after the relievers report for duty.
- (b) The Second Party shall maintain shifts, each of nine hours duration and deploy well-trained and physically and medically fit male personnel per shift.

- (c) The antecedents of the personnel deployed would have to be verified by the agency from the concerned police authorities before deployment.
- (d) If the First Party notices that any of the deployed personnel of the Second Party has been negligent, careless in rendering satisfactory services, the same shall be communicated immediately to the Second Party for corrective action and to avoid recurrence of such incidents and the Second Party shall report to the First Party its action taken on such reporting.
- (e) If any of the personnel deployed by the Second Party indulges in misconduct, theft, or any illegal/irregular activities, the Second Party will initiate appropriate action against erring personnel and intimate accordingly to the First Party.
- (f) In the event of the First Party not being satisfied with the action taken by the Second Party on such reporting as at (d) and (e) above on three occasions, the First Party shall have the liberty to cancel the Agreement with the Second Party after due notice to the Second Party and the decision of the First Party shall be final and binding on the Second Party.
- (g) The First Party shall not be responsible for any dispute or difference that may arise between the Second Party and Personnel engaged by it for providing the services to the First Party.
- (h) The assessment made by the First Party regarding the quality and efficiency of the services shall be final.

2. TERMS OF PAYMENT

- (a) The First Party shall pay to the Second Party, being the approved bidder, wages as quoted by him which is not lower than the rates as notified by the Govt. of India, under the Minimum Wages Act, as amended from time to time. In addition the First Party shall also make payment towards other statutory obligations like contributions towards EPF, ESI, Service Tax (if applicable) etc. and service charges.

The second party will maintain proper attendance register of the staff, which will be submitted to the nominated officer of the first party. The second Party shall be solely responsible for payment of wages as per rates prescribed under the Minimum Wages Act, as amended from time to time, bonus and all other legal obligation as an employer to the employees and other statutory authorities only through digital mode of payment (RTGS/NEFT) and submit evidence of the same to the First Party.
- (b) All payments made by the First Party shall be after deductions of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961 and other Taxes, Duties, if any, as applicable by law, shall be borne by the respective parties.
- (c) The Second Party, being the employer in relation to the personnel deployed/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to personnel deployed, which in any case will not be less than in accordance with the minimum wages as fixed or prescribed by the appropriate government for the category of workers employed /deployed by it from time to time. It shall also be obligatory on the part of the Second Party to make payments of wages to the employees deployed in the premises of the First Party directly into the bank accounts of the said employees.
- (d) The Second Party shall maintain a muster role at the site and the same shall be subject to verification by the First Party from time to time.

3. SUBMISSION AND VERIFICATION OF BILLS

The Second Party shall submit on a monthly basis the bills for the services rendered to enable the First Party to verify and process the same. As far as the payments to the employees and to various govt. authorities are concerned, the Second Party shall submit the proofs of such digital payments relating to the previous month along with the wage bills.

4. SECURITY DEPOSIT

The Second Party shall deposit with the First Party, on or before the date of signing of Agreement, a bank guarantee / fixed deposit receipt for **Rs.....** valid for the period of contract, as a Security Deposit for the due performance of the terms and conditions of this agreement services forand the First Party will be entitled to appropriate the same or any part thereof towards any money payable by the Second Party to the First Party for loss, damage or otherwise. However, subject to such adjustments, the Security Deposit will be returned to the Second Party after 30 days of completion or termination, as the case may be, of this agreement.

5. REPORTING TIME AND PLACE

- (a) The services rendered by the Second Party under this Agreement shall be under close co-ordination and guidance/instruction of the First Party. Second Party shall frame appropriate procedure for taking immediate action as may be advised by the First Party from time to time.
- (c) The Second party shall be responsible for the proper behaviour of the personnel deployed and shall exercise proper control over them so that their activities shall not in any way be detrimental of the First Party. The Second Party shall have to replace any of the personnel within 24 hours if desired so by the First Party or his authorized representatives.
- (d) The First Party reserves the right to remove any personnel on deployment of the Second Party to leave its premises if his presence at any time is felt undesirable.

6. DISCIPLINE

The Second Party shall issue identity cards on its own name and trading style, to its personnel deputed for rendering the said services, which at First Party's option, would be subject to verification at any time .The First Party may refuse the entry into premises to any personnel of the Second Party not bearing such identity card. The Second Party shall also furnish full body photographs in uniform of the personnel deployed in the site of the First Party.

7. NATURE OF AGREEMENT

The Parties hereto have considered agreed to and have clear understanding on the following aspects:

- (a) This agreement is for providing the aforementioned services at the site of the First Party. It is clearly understood by the Second Party that the persons employed by the Second Party for providing the services as mentioned herein shall at no point of time be said or deemed to be in the employment of the First Party and

shall be the employees of the Second Party only. The personnel engaged by the Second Party shall have accordingly no claim or right of employment, right of absorption/regularization or any concession or relaxations for the same etc. with the First Party. The Second Party shall be liable to make timely payment to its said employees towards their monthly wages/salaries and other dues which shall be paid only through digital payment system like RTGS/NEFT etc. and submit digital transaction evidence of the same to the First Party.

- (b) First Party shall not be liable for any obligation and/ or responsibilities contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/ agents directly and / or indirectly, in manner whatsoever.
- (c) The Second Party shall furnish to the First Party copies of its agreement/service contract with each of the personnel engaged by it for the First Party, specifying monthly remuneration to be paid/fees charged/any other deduction proposed etc. Unless this is supplied, the agreement shall not be operative and in violation of this the agreement shall stand terminated without any notice.

8. STATUTORY COMPLIANCES

- (a) Second Party shall obtain all registration(s)/permissions (s)/license(s) etc. which are /may be required under any Labour or other legislations for providing the services under this Agreement.
- (b) It shall be the Second Party's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under the Agreement. The Second Party indemnifies and shall always keep First Part indemnified against all losses, damages, and claims / actions taken against First Party by any Authority /Office in this regard.
- (c) The Second Party undertakes to always comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolishment) Act, 1970 if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Govt. Laws concerning employment of staff employed by the Second party and shall duly pay all sums of money to such staff as may be required to be paid under such laws.
- (d) Nothing contained in this Agreement shall be construed as establishing, creating or implied between the Parties (including the personnel engaged by the Second Party), a relationship of master and servant or principal and agent.
- (e) The Second party shall notify the First party of any material change in their status, shareholding or that of any Guarantor of the Second party in particular, where such change would impact on performance of obligations under this Agreement.

9. INDEMNIFICATION

- (a) The Second Party shall always, at its own expenses, make good any loss or damages suffered by the First Party as result of the acts of commission or omission of its personnel while providing the said services to the First party.

- (b) The second party shall at all times indemnify and keep indemnified the First Party against any claim on account of disability /death of any of its personnel caused while providing the services within/outside the premises of the First party which may be under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any personnel of the Second Party or in respect of any claim, damage, or compensation under Labour laws or rules made thereunder.
- (c) The Second party shall at all times indemnify and keep indemnified the First Party against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours providing the services at the First party's premises or before and after that.

10. LOSSES SUFFERED/CAUSED BY SECOND PARTY

- (a) The Second Party shall not claim any losses, damages, costs, charges, expenses liabilities arising out of performance/ non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, negligence, defaults or error in judgment on part of itself and/ or its personnel in rendering or non- rendering the services under this Agreement.
- (b) Any loss /damage to the property of the First Party due to negligence of the personnel shall have to be borne by the Second Party.

11. TERM

This Agreement shall be effective from ----- and no employee presently deployed in the premises of the First Party shall be withdrawn/changed without the approval of the First Party during the period of this Agreement. However, under exceptional circumstances the agreement may be considered for further extension for such period and on such terms and conditions as may be deemed fit and proper by the First Party.

12. Notice

The note on Digital Payment Measures annexed to this agreement shall form part of this Agreement and in token of acceptance of all the conditions therein, the Second Party shall put this signature on each page of the said notice.

13. TERMINATION

- (a) Either party can terminate this Agreement by giving three months' written notice to the other without assigning any reason and without payment of any compensation thereof. However, the First Party shall give only one month's notice for the termination of this agreement to the Second Party when there is a major default in the compliance of the terms and conditions of this Agreement or the Second Party has failed with its statutory obligations. Decision of the First Party in this regard shall be final.
- (b) If Second Party commits breach of any clause of this Agreement, First Party may send a written notice to the Second Party to rectify the breach within the time limit specified in the notice. In the event Second Party fails to rectify the breach within the

stipulated time, the Agreement shall forthwith stand terminated and Second Party shall be liable to the First Party for losses or damages on account of such breach.

14. ASSIGNMENT OF AGREEMENTS

This Agreement is executed on the basis of the current management structure of the Second Party. Henceforth, any assignment of this agreement, in part of or in whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement forthwith.

15. COMPOSITION AND ADDRESS OF SECOND PARTY

- (a) The Second Party shall furnish to the first party all relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of its registration with the concerned Govt. Authorities required for running such business by the Second Party.
- (b) That the Second Party shall always inform the First Party forthwith in writing, about any change in its address or the names and addresses of its key personnel. Further the Second Party shall not change its ownership without the prior approval of the First Party.

16. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, Civil commotion, strike, acts or terrorism, labour disputes and government or public authorities' demands or requirements.

17. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made / executed at Ujjain for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator to be appointed by the Secretary, department of Legal Affairs, Govt. of India. The award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitrations shall be Ujjain.

18. GOVERNING LAW/JURISDICTION

The applicable law governing this Agreement shall be the laws of India and subject to the provisions of clause 17 above and the Courts of State of Madhya Pradesh shall have the exclusive jurisdiction to try and settle dispute with this Agreement.

19. TWO COUNTERPARTS

This Agreement is made in Duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all Terms and conditions mentioned above. In the event of commencement of Work order against this Agreement without prior submission or order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE FIRST PARTY AND SECOND PARTY ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES.

Signature of First Party

Signature of Second Party

Secretary
Maharshi Sandipani Rashtriya
Veda Vidya Pratishthan
Ujjain (M.P.)

Date:-
Palce:- Ujjain (M.P.)

1) Signature of Witness

2) Signature of Witness

Name :-

Name:-

Address:-

Address:-

Mobile No.:-

Mobile No.:-

अनुलग्नक

विषय: डिजिटल भुगतान उपायों का प्रबंधन - भारत सरकार-मानव संसाधन विकास मंत्रालय का निर्देश-कर्मचारी /श्रमिकों के संरक्षण हेतु सभी आउटसोर्सिंग एजेंसियों द्वारा कार्यान्वयन और अनिवार्य अनुपालन-सम्बन्धित निर्देश।

मानव संसाधन विकास मंत्रालय, (जिसके अन्तर्गत महर्षि सान्दीपनि राष्ट्रीय वेदविद्या प्रतिष्ठान कार्य कर रहा है,) ने निर्देश दिया है कि बीएचआईएम, आरटीजीएस, एनईएफटी इत्यादि के माध्यम से डिजिटल भुगतान उपायों का प्रबंधन विभिन्न संगठनों द्वारा किया जाना चाहिए। भारत सरकार, वित्त मंत्रालय और इलेक्ट्रॉनिक्स और संचार मंत्रालय के माध्यम से, विभिन्न कार्यालय ज्ञापन जारी किए गये हैं। यह भारत सरकार द्वारा शुरू की गई डिजिटल इंडिया अभियान की भावना के अनुरूप भी है।

अब, यह अधिसूचित है कि विभिन्न आउटसोर्सिंग एजेंसियों को महर्षि सान्दीपनि राष्ट्रीय वेदविद्या प्रतिष्ठान से आरटीजीएस / एनईएफटी के माध्यम से वेतन प्रतिपूर्ति भुगतान प्राप्त करने वाले नकद या नियोज्य उपकरण के माध्यम से अभी भी वेतन / मजदूरी का वितरण कर रहे हैं, जिसमें आउटसोर्स कर्मचारी /श्रमिकों के उत्पीड़न की संभावना है। उत्पीड़न से कर्मचारी /श्रमिकों का संरक्षण भी भारत सरकार के कल्याणकारी उपायों के भीतर है और संगठन के प्रमुख के प्रशासनिक अधिकार के अधीन है। उपर्युक्त निर्देशों और अन्य आवश्यक उपायों के अनुपालन में, प्रतिष्ठान का प्रशासन पहले ही आरटीजीएस के माध्यम से भुगतानों के लिए डिजिटल भुगतान उपायों को लागू कर चुका है।

1. महर्षि सान्दीपनि राष्ट्रीय वेदविद्या प्रतिष्ठान में, अपने कर्मचारी /श्रमिकों को निविदा द्वारा शामिल करने वाली सभी एजेंसियों को अपने कर्मचारी /श्रमिक को अपने एसबी अकाउंट्स पीएनबी-जावासिया शाखा में खोलने सभी और नवीनतम फोटो के साथ बैंक पास बुक मिलनी चाहिए।
2. एजेंसी को हर महीने के 5 वें दिन आरटीजीएस के जरिए अपने कर्मचारियों को केवल पंजाब नेशनल बैंक जवासिया-राष्ट्रीयकृत बैंक द्वारा वेतन का भुगतान करना होगा;
3. एजेंसी को प्रत्येक सांविधिक भुगतान प्रतिपूर्ति जैसे ईएसआई और ईपीएफ आदि को भुगतान करने के लिए हर महीने वेतन धारी के खाते में 15 दिन के भीतर और कार्यरत हर कार्यकर्ता के संबंध में ईएसआई और ईपीएफ भुगतान कर विवरण देना होगा।
4. हर कर्मचारी /श्रमिक का ईपीएफओ के यूएन (यूनिवर्सल अकाउंट नंबर) होना अनिवार्य है।
5. प्रतिष्ठान के लिए काम करने के लिए एजेंसियों द्वारा लगे सभी कर्मचारी /श्रमिकों को वैध बीमा पॉलिसी जैसे एलआईसी पॉलिसी या एसबीआई लाइफ पॉलिसी होना चाहिए। एजेंसी को यह सुनिश्चित करना चाहिए कि सभी कर्मचारी /श्रमिकों को दुर्घटना बीमा और राष्ट्रीयकृत बैंक चालित प्रधान मंत्री जीवन ज्योति बीमा योजना (प्रति वर्ष 330 रुपये का प्रीमियम) प्रधान मंत्री सुरक्षा बीमा योजना (12 रुपये प्रति वर्ष का प्रीमियम) होना चाहिए।

निरन्तर ...

6. आरटीजीएस ट्रांसफर के मामले में प्रत्येक कर्मचारी के खाते में राष्ट्रीयकृत बैंक के स्टेटमेंट, ईएसआई और ईपीएफ पोर्टल अपडेट में योगदान, उनके आधिकारिक साइट से मुद्रित यूएएन को महीने के मासिक वेतन लिए भुगतान की प्रक्रिया के लिए बिल के साथ प्रतिष्ठान प्रशासन को जमा करना होगा।
7. यदि उपर्युक्त सभी दस्तावेज क्रम में हैं, तो सत्यापित करने के बाद (1) प्रत्येक कर्मचारी /श्रमिकों के खाते में आरटीजीएस द्वारा राशि स्थानांतरण के संबंध में राष्ट्रीयकृत बैंक के लेटर हेड पर स्टेटमेंट, (2) ईएसआई और ईपीएफ में अंशदान - आधिकारिक साइट नवीनीकृत प्रिंट (3) अपनी कार्यालय में प्रस्तुत उपस्थिति के अनुसार लगे प्रत्येक आउटसोर्सिंग कर्मचारी /श्रमिकों की नाम- प्रतिष्ठान प्रशासन आरटीजीएस के माध्यम से शीघ्र भुगतान करने के लिए कदम उठाएगा।
8. आउटसोर्सिंग एजेंसी के चयन होने पर, सात दिनों के भीतर, आउटसोर्सिंग एजेंसी को पुलिस सत्यापन रिकॉर्ड, प्रतिष्ठान के लिए लगे कर्मचारी /श्रमिकों की सूची, उनके निवास का पता, पुलिस सत्यापन रिकॉर्ड और ईपीएफओ के यूएएन / बैंक अकाउण्ट नंबर, आईएफएससी कोड और बैंक का पता कार्यालय का रिकॉर्ड प्रतिष्ठान कार्यालय में देने होंगे।
9. प्रतिष्ठान कार्यालय के लिए बाहरी आउटसोर्सिंग एजेंसियों द्वारा एक बार लगे आउटसोर्स कर्मचारी /श्रमिकों, कम से कम बारह महीने के लिए सचिव, प्रतिष्ठान की लिखित अनुमति के बिना वापस नहीं ले जा सकते हैं, क्योंकि यह प्रतिष्ठान में महत्वपूर्ण काम की निरंतरता को प्रभावित करता है और नकारात्मकता प्रतिबिंबित करता है। वेद सेवा कार्य की मासिक प्रगति के लिए प्रतिष्ठान, भारत सरकार के लिए उत्तरदायी है।
10. प्रतिष्ठान से जुड़ी कोई भी एजेंसी, कर्मचारी /श्रमिकों / मजदूरों को, आरटीजीएस द्वारा राशि को सौंपे जाने के बाद (1) उनके एटीएम कार्ड को पिन के साथ वापिस लेती है (2) चेक देकर नकद वापिस ले रही है, (3) ईएसआई और ईपीएफ योगदान पर मुद्रित रसीदों के साथ कर्मचारी के रुपये जमा नहीं किये या ईपीएफओ के यूएएन नहीं है (4) आरटीजीएस ट्रांसफर के जरिए मजदूरी का भुगतान नहीं किया जाता है, (5) आउटसोर्सिंग एजेंसी राष्ट्रीयकृत बैंक स्टेटमेंट को जमा करने में विफल रहता है और (6) अन्य कोई वित्तीय गतिविधि/ जो अन्य कोई भी कार्यवाही, नियम / कानून के तहत अनुमत नहीं है, यदि प्रतिष्ठान के दृष्टि में आती है, तब सचिव द्वारा बिना किसी सूचना के, आउटसोर्सिंग एजेंसी को तुरंत निकालने की कार्रवाई होगी तथा इस गतिविधि को श्रम आयुक्त श्रम / श्रम मंत्रालय को सूचित किया जाएगा।
11. अवैध /कुरीति के अनुपालन पता लगने पर एजेंसी के नाम, पंजीकरण निरस्ती के लिए श्रमिक आयुक्त को भेजे जाएंगे और तत्काल से ऐसी एजेंसी को किसी भी भावी कार्य से प्रतिष्ठान सूची से दूर किया जाएगा।
उपर्युक्त सामग्री प्रतिष्ठान में सभी अनुबंधों और कार्यकलापों का अभिन्न अंग हैं। और तत्काल अनुपालन के लिए सभी आउटसोर्सिंग एजेंसियों के प्रतिनिधियों को स्पष्ट रूप से समझाया जाता है और अनुबंध के भाग रहेगा।

ANNEXURE

Sub: **Digital Payment measures**-Instructions received from Ministry of Human Resource Development, Govt of India and Protection of Workers from Victimization-Implementation and mandatory compliance by all Outsourcing Agencies-Regarding

The Ministry of Human Resource Development, under which Maharshi Sandipani Rashtriya Vedavidya Pratishthan functions, have instructed that digital payment measures through BHIM, RTGS, NEFT etc. are to be adhered to by various organizations under its administrative control. The Govt of India, through Ministry of Finance and Ministry of Electronics and Communications, have issued various office Memoranda. It is also in tune with the spirit of Digital India campaign initiated by the Govt of India. Now, it has come to the notice of the undersigned that various outsourcing agencies receiving wage-payment from MSR/VVP through RTGS/NEFT are still distributing the wages either through Cash or Negotiable Instruments, in which there is a possibility of victimization of outsourced workers. Protection of the workers from victimization is also within the welfare measures of the Govt. of India and is under the administrative purview of the Head of the Organisation.

In compliance of the instructions and other required measures as above, the Administration of MSR/VVP has already implemented the Digital Payment measures for all payments through RTGS/NEFT.

In view of the above, the following steps are adopted with immediate effect for compliance by outsourcing agencies. The steps are as under-

1. All agencies who engage their workers in MSR/VVP should instruct their workers to open their SB Accounts PNB- Jawasia Branch only and get Bank Pass Books with latest photograph.
2. The Agency has to **first pay wages** to its workers before 5th day of every succeeding month through RTGS only in Nationalized Banks only;
3. The Agency has also to pay other statutory organizations like ESI and EPF etc. before 15 days of every succeeding month and get updated ESI and EPF payment details in respect of every worker engaged.
4. Every deployed / employed should have UAN (Universal Account Number) of EPFO.
5. All workers engaged by the agencies to work for MSR/VVP should have valid insurance policy such as LIC Policy or SBI Life Policy. The Agency must see that that all workers should have Pradhana Mantri Suraksha Bima Yojana (premium of Rs.12 per year) for accident insurance and Pradhan Mantri Jeevan Jyoti Bima Yojana (Premium of Rs.330/- per year) both the policies operated by Nationalised Banks.
6. The statement of Nationalized Bank on its letter head, in respect of the RTGS transfer of amount to each Worker's account, contribution to ESI and EPF Portal update UAN printed from their official site have to be submitted to MSR/VVP Administration along with monthly wage bills for processing the payment for month.

Continue...

7. If all the above documents are in order, after verifying (1) the statement of Nationalised Bank on Bank's letter head, in respect of the RTGS transfer of amount to each Worker's account, (2) contribution to ESI and EPF - updated print-copy from their official site (3) name of each of the outsourcing workers engaged as per the attendance submitted to office- the MSRVP Administration will take steps to make payment at the earliest through RTGS.
8. Within seven days, the outsourcing agency has to submit, its police verification record, list of workers engaged for MSRVP, their residence address, police verification record and UAN of EPFO, Bank A/C no, with IFSC code and Bank Address for office record.
9. The outsourced worker, once engaged by the outsourced agency for MSRVP office, cannot be withdrawn / disengaged without written permission of the Secretary, MSRVP for at least twelve months, as such withdrawal **affects the continuity of the work in the MSRVP and negatively reflects upon the monthly progress of the office for which MSRVP is answerable to M/o HRD, Govt of India.**
10. If it comes to the notice of Secretary, MSRVP, that any agency engaged by the Pratishtan is victimizing the workers (1) by taking away their ATM Card with PIN (2) by taking away Cash after handing over a cheque for the wage amount, (3) Worker is not provided with the printed receipts on ESI and EPF contributions made,/not has UAN of EPFO (4) Worker is not paid wages in time through RTGS transfer, (5) The outsourcing agency fails to submit the statement of Nationalised Bank on Bank's letter head, in respect of the RTGS transfer of amount in each worker's account, and (6) Any other action which is not permissible under the rules/law, **it shall be lawful action by the Secretary to disengage the outsourcing agency immediately without any notice. Such practice will be reported to Commissioner of Labour/Ministry of Labour.**
11. **Name(s) of such agency, noted for illegal/corrupt practices, will be sent to Labor Commissioner for deregistration and immediately such agency will be black-listed from MSRVP for any future assignment.**

The above contents are integral part of all Agreement/contract and engagement in Pratishtan and stand clearly explained to Outsourcing Agencies/ representative for compliance and to be read as part of the agreement/contract.

- केटरिंग कार्य के लिए अनुबन्ध -

प्रथम पक्ष : सचिव, महर्षि सान्दीपनि राष्ट्रीय वेदविद्या प्रतिष्ठान,
वेदविद्या मार्ग, चिन्तामण गणेश मन्दिर, पो. जवासिया, उज्जैन (म.प्र.)

द्वितीय पक्ष :

दिनांक को प्रतिष्ठान कार्यालय में खोले गये भोजन कार्य सम्बन्धी निविदाओं को प्रतिष्ठान में विभिन्न कार्यक्रमों, समारोह, बैठक आदि में द्वितीय पक्ष को संलग्न सूची की दरों के आधार पर अनुबन्ध किया जाता है। नियम एवं शर्तों निम्नानुसार रहेगी -

1. यह कि निविदा में निर्धारित न्यूनतम दर पर कार्य करना स्वीकार किया जायेगा।
2. भोजन बनाने हेतु ईंधन, परोसने के बर्तन, भोजन खिलाने की अच्छी साफ क्वालिटी की क्राकरी, डिस्पोजेबल ग्लास/कटोरी, पेपर-नेपकीन, आदि इसी प्रकार की समस्त व्यवस्था आपको करनी होगी।
3. निविदा में दिये गये दर एवं शर्तों के अनुरूप एवं समय अवधि के भीतर भोजन व्यवस्था नहीं होने की स्थिति में अनुबन्ध बिना किसी सूचना के निरस्त कर दिया जाएगा। ऐसा होने की स्थिति में प्रतिष्ठान द्वारा जारी कार्य आदेश स्वतः निरस्त हो जाएगा एवं उसका पूर्ण उत्तरदायित्व निविदाकार एवं उसकी फर्म का होगा। कार्य की गुणवत्ता का विशेष ध्यान देना आवश्यक है।

4. समस्त कर्मचारियों को किसी भी प्रकार का न्हा, धूम्रपान अथवा मद्यपान आदि का सेवन पूर्णतः वर्जित होगा। कर्मचारी बाहर से न्हा आदि कर प्रतिष्ठान परिसर में नहीं आ सकते हैं।
 5. अनुबन्ध उपरान्त निविदा कार्यादेश के पूर्व रु. 50,000/- (पचास हजार रुपये मात्र) की एफ.डी.आर. सचिव, महर्षि सान्दीपनि राष्ट्रीय वेद विद्या प्रतिष्ठान के नाम देय प्रतिष्ठान कार्यालय में जमा कराना होगी।
 6. कार्य में संलग्न कर्मचारियों के परिचय-पत्र व सूची कार्यालय में जमा कराना होगी।
 7. बिल का भुगतान R.T.G.S. के द्वारा निविदा में नामित फर्म के नाम से जारी किया जायेगा। किसी भी स्थिति में व्यक्ति क्लिप के नाम से चेक जारी नहीं होगा।
 8. समस्त सरकारी विभागों द्वारा जारी आवश्यक प्रमाण-पत्र प्रतिष्ठान कार्यालय में प्रस्तुत करना होंगे।
 9. बिल राशि से नियमानुसार टीडीएस की कटौती की जावेगी। टीडीएस कटौती से सम्बन्धित 16ए फार्म जारी किया जायेगा।
 10. निविदा की अवधि वर्ष _____ के लिए है। कार्य सन्तोषजनक होने पर निविदा की अवधि क्रमशः एक-एक वर्ष कर तीन साल तक बढ़ाई जा सकती है।
 11. किसी भी प्रकार के विवाद की स्थिति में प्रतिष्ठान के माननीय सचिव का निर्णय अंतिम एवं मान्य होगा।
 12. किसी भी प्रकार के वाद-विवाद के लिए न्यायालय क्षेत्र उज्जैन ही रहेगा।
- मैं _____ अनुबन्ध की समस्त निर्देशों एवं शर्तों को स्वीकार करते हुए कार्य करने के लिए सहमत हूँ।

हस्ता. प्रथम पक्ष

सचिव,

महर्षि सान्दीपनि राष्ट्रीय वेदविद्या प्रतिष्ठान,
उज्जैन (म.प्र.)

दिनांक :-

स्थान :- उज्जैन

1) गवाह के हस्ताक्षर

नाम :-

पता :-

मोबाईल नम्बर :-

हस्ता. द्वितीय पक्ष

2) गवाह के हस्ताक्षर

नाम :-

पता :-

मोबाईल नम्बर :-

- वाहन व्यवस्था के लिए अनुबन्ध -

प्रथम पक्ष : सचिव, महर्षि सान्दीपनि राष्ट्रीय वेदविद्या प्रतिष्ठान,
वेदविद्या मार्ग, चिन्तामण गणेश मन्दिर, पो. जवासिया, उज्जैन (म.प्र.)

द्वितीय पक्ष :

दिनांक को प्रतिष्ठान कार्यालय में खोले गये वाहन व्यवस्था सम्बन्धी निविदाओं में को प्रतिष्ठान में विभिन्न कार्यक्रमों, समारोह, बैठक आदि में द्वितीय पक्ष को संलग्न सूची की दरों के आधार पर अनुबन्ध किया जाता है। नियम एवं शर्तों निम्नानुसार रहेगी :-

1. यह कि निविदा में निर्धारित न्यूनतम दर पर कार्य करना स्वीकार किया जायेगा।
2. किसी भी कार्यक्रमों, समारोह, बैठक आदि में उपयोग में आने वाले वाहन व्यवस्थित एवं नए मॉडल के होने चाहिए।
3. निविदा में दिये गये दर एवं शर्तों के अनुरूप एवं समय अवधि के भीतर वाहन उपलब्ध नहीं होने की स्थिति में अनुबन्ध बिना किसी सूचना के निरस्त कर दिया जाएगा। ऐसा होने की स्थिति में प्रतिष्ठान द्वारा जारी कार्य आदेश स्वतः निरस्त हो जाएगा एवं उसका पूर्ण उत्तरदायित्व निविदाकार एवं उसकी फर्म का होगा। कार्य की गुणवत्ता का विशेष ध्यान देना आवश्यक है।
4. वाहन चालक को किसी भी प्रकार का नशा, धूम्रपान अथवा मद्यपान आदि का सेवन पूर्णतः वर्जित होगा।

5. बिल का भुगतान R.T.G.S. के द्वारा निविदा में नामित फर्म के नाम से जारी किया जायेगा। किसी भी स्थिति में व्यक्ति विशेष के नाम से चेक जारी नहीं होगा।
6. बिल राशि से नियमानुसार टीडीएस की कटौती की जावेगी। टीडीएस कटौती से सम्बन्धित 16ए फार्म जारी किया जायेगा।
7. निविदा की अवधि वर्ष _____ के लिए है। कार्य सन्तोषजनक होने पर निविदा की अवधि क्रमशः एक-एक वर्ष कर तीन साल तक बढ़ाई जा सकती है।
8. किसी भी प्रकार के विवाद की स्थिति में प्रतिष्ठान के माननीय सचिव का निर्णय अंतिम एवं मान्य होगा।
1. किसी भी प्रकार के वाद-विवाद के लिए न्यायालय क्षेत्र उज्जैन ही रहेगा।
मे _____ अनुबंध की समस्त निर्देशों एवं शर्तों को स्वीकार करते हुए कार्य करने के लिए सहमत हूँ।

हस्ता. प्रथम पक्ष

सचिव,

महर्षि सान्दीपनि राष्ट्रीय वेदविद्या प्रतिष्ठान,
उज्जैन)

दिनांक :-

स्थान :- उज्जैन

1) गवाह के हस्ताक्षर

नाम :-

पता :-

मोबाईल नम्बर :-

हस्ता. द्वितीय पक्ष

2) गवाह के हस्ताक्षर

नाम :-

पता :-

मोबाईल नम्बर :-