

# OFFICE OF THE BOUDHGARH NAC, BOUDH

No. 2457

Date 12/4/2022

## INVITATION OF SHORT TENDER NOTICE FOR AWARD OF CONTRACT FOR PROVIDING OF SERVICES OF LABOUR FOR PARK AND DRIVER FOR PLAYING HEAVY VEHICLE FOR A PERIOD OF 1(ONE) YEAR. W.E.F 01.05.2022 to 30.04.2023

Sealed quotation are invited from reputed manpower agencies/service providers to provide the services of labour for park and driver for vehicle for a period of 1(one) year ,w.e.f. 01.05.2022 to 30.04.2023 through a suitable placement agency on contract basis for day to day said work.

The detailed information for this Tender is available in District website ([www.boudh.nic.in](http://www.boudh.nic.in)) & office website [www.boudhgarhnac.in](http://www.boudhgarhnac.in) from 13.04.2022 to 19.04.2022 by 1.00 pm. The last date for submission of tender documents is 21.04.2022 by 11.00 AM.

Memo No. 2458 date 12/4/2022  
Copy to office Notice Board for wide publication.

Executive Officer  
Boudhgarh N.A.C

*Signature*  
12/4/2022

Memo No. 2459 Date .....

Copy submitted to the Collector, Boudh/ Sub-Collector, Boudh/PD, D.R.D.A, Boudh /B.D.O, Boudh/ Tahasildar, Boudh /D.I PRO, Boudh for favour of information with request to published the above tender call notice on their respective office notice board for wide publication.

Executive Officer  
Boudhgarh N.A.C

*Signature*  
12/4/2022

Memo No. 2460 // Date 12/4/2022

Copy to I & PR Department, Odisha, Bhubaneswar (e-mail:- ipr.advt@gmail.com) for information with a requested to publish the notice in one odia daily for one time only.

Executive Officer  
Boudhgarh N.A.C

*Signature*  
12/4/2022

Memo No. 2461 // Date 12/4/2022

Copy forwarded to the AURO Agency Bhubaneswar to upload in Office website for information.

Executive Officer,  
Boudhgarh N.A.C.

*Signature*  
12/4/2022

Memo No. 2462 // Date 12/4/2022

Copy forwarded to District Information Officer NIC, Boudh for information. He is requested to upload the above quotation call notice in District website.

Executive Officer  
Boudhgarh N.A.C

*Signature*  
12/4/2022

Executive Officer  
Boudhgarh N.A.C

*Signature*  
12/4/2022

**TENDER DOCUMENT  
FOR ENGAGEMENT OF LABOUR FOR FOR PARK AND  
DRIVER FOR HEAVY VEHICLE THROUGH SERVICE  
PROVIDER.**

**BOUDHGARH N.A.C,  
BOUDH**

# NOTIFIED AREA COUNCIL, BOUDHGARH

## Tender Document

For providing services of labour for park and driver for heavy/Light vehicle by man power service provider.

- |  |   |
|--|---|
| 1) Period of issue of tender documents:-                               | 13.04.2022 to 19.04.2022 (1.00 PM)  |
| 2) Last date and time for submission of Tender documents:-             | 21.04.2022 by 1.00 PM   |
| 3) Cost of tender paper:-  | 6,000/- (in shape of Demand Draft/Cash in favour of Executive Officer, Boudhgarh NAC payable at Boudh.) |
| 4) Date Place of opening of :-   | NAC Office, Boudhgarh   |
| a. Technical bid:-   | 22.04.2022 at 8.00AM  |
| b. Financial bids of eligible technical bidders:-                      | 22.04.2022 at 11.00 AM  |
| 5) Tentative date of commencement of deployment of required manpower:- | 01.05.2022  |

### CONTENTS OF TENDER DOCUMENT

SI No	Description of contents	Page No
1	Scope of work and general instruction for service bidders.	3 to 4
2	Technical specifications for the service provider and the manpower to be deployed in the Boudhgarh NAC by the service provider.	5 to 6
3	Tender application –Technical Bid	7 to 9
4	Tender application –Financial Bid	10
5	Terms and conditions	11 to 14
6	Chronological order for submission of documents.	15
7	Documents to be submitted by the successful Agency before deployment of Manpower.	16
8	Form of Agreement with Terms & Conditions of Agreement.	17 to 21

### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Boudhgarh NAC requires the service of reputed, well established and financially sound Manpower Service Providers to provide services of labour for park , driver for playing of heavy vehicle on contract basis for day to day said work.
2. The contract for providing the aforesaid manpower is likely to commence from **01.05.2022** and would continue till **30.04.2023** The period of the contract may be further extended beyond one year provided the requirement of the NAC for manpower persists at that time or may be curtailed / terminated before contract period owing to deficiency in service or substandard quality of manpower deployed by the selected service provider or because of change in the NAC requirements. The Nac however reserves right to terminate this initial contract at any time after giving one week's notice to the selected service provider.
3. This NAC has tentative requirement for **22 nos** of unskilled labour & **4 nos** of Driver . The requirements may increase in the category.
4. The various crucial dates relating to **"Tender for Providing Manpower Services to the NAC,Boudh"** are cited as under.
  - a. Period of issue of Tender : **13.04.2022 to 19.04.2023 ( 1.00 PM)**
  - b. Date and time for submission of Tender Documents: **21.04.2022 up to 1.00 PM**
  - c. Date and Time for opening **NAC Office, Boudhgarh**
  - d. Technical bid:- **22.04.2022 at 8.00AM**
  - e. Financial bids of eligible technical bidders:- **22.04.2022 at 11.00AM**
  - f. Likely date of commencement of deployment of required manpower: **01.05.2022**
5. 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 NAC,Boudh and Financial Bid for Providing Manpower Service to NAC Boudh** .Both sealed envelopes should be kept in a third sealed envelope superscribing **"Tender for Providing Manpower Service to Boudhgarh NAC"**.
6. The successful tenderer will have to deposit a performance Security Deposit of 3.00Lakh (Rupees Three lakh)only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of Executive Officer, Boudhgarh NAC 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 tenderor.
7. The tendering Manpower Service Providers are requested to enclose photocopies of the following documents(duly attested by Group "A" Gazetted Officer of the State Governments/Central Government) along with the Technical Bid falling which their bids shall be summarily / out rightly rejected and will not be considered any further :
  - a. Registration certificate of the applicant / organization
  - b. Copy of PAN.
  - c. Copy of the IT Return filed for the last three financial years.
  - d. Copy of ESI Registration Certificate

- e. Copy of the GST Registration Certificate.
  - f. Certified extracts of the Bank Account continuing transactions during last three years.
  - g. Authenticated copy EPF Payment ( EPF Challan/TRRN/Payment confirmation slip) for 20 person or more for last 1yr i.e. 01.03.2021 to dt.28.02.2022 with Payment confirmation slip.
  - h. Validity Labour License Certificate.
8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
  9. 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 case ,the tender shall be summarily rejected. However, the cuttings, if any, their technical Bid Application must be initialed by the person authorized to sign the tender bids.
  10. The technical bids shall be opened on the scheduled date and time at **22.04.2022** at **8.00AM** in the office room of the Executive Officer, Boudhgarh NAC in presence of the representatives of the Manpower Service Providers. If any who wish to be present on the spot at that time.
  11. The Financial Bid of only those Bidder ' will be opened whose Technical bids are found correct & qualify for financial Bid. The Financial Bids shall be opened at **11.00AM of 22.04.2022** in the office room of the Executive Officer, Boudhgarh NAC in presence of the representatives of the Manpower Service Providers. If any who wish to be present on the spot at that time.
  12. The monthly Payment will be made to the Service Provider after submission of Bill may check by the In-charge of Park and Vehicle of this Office along with submission of proper remuneration receipt voucher by he Workers / drivers engaged.
  13. The Competent authority of the NAC reserves the right to cancel all bids without assigning any reason.

**APPLICATION – TECHNICAL BID**  
**For Providing Manpower Services To Boudhgarh NAC**

- 1. Name of tendering Manpower Service Provider \_\_\_\_\_
- 2. Name of Propertor/Partnor/Director. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Full Address of Registered Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No \_\_\_\_\_

FAX No \_\_\_\_\_

E-Mail Address \_\_\_\_\_

4. Full Address of Operating/  
Branch Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No \_\_\_\_\_

FAX No \_\_\_\_\_

E-Mail Address \_\_\_\_\_

5. Name & telephone No of  
Authorised officer/person to  
liaise with field officer(s) \_\_\_\_\_

6. Banker of the Manpower  
Service Provider (attach certificate  
copy of statement of a/c for  
the last three years) \_\_\_\_\_

Telephone No of Banker \_\_\_\_\_

7. PAN \_\_\_\_\_  
(attach attested copy)

8. G.S Tax Registration No. \_\_\_\_\_  
(Attach attested copy)

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

10. E.S.I Registration No.  
(Attach attested copy)

---

Signature of the authorized person

Name

Seal

Date

Place

**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Sri

\_\_\_\_\_  
Proprietor / Director / Authorised 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 documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Signature of the authorized person**

**Full Name**

**Seal**

**Date**

**Place**

## APPLICATION – FINANCIAL BID

### For providing tendering Manpower Service to Boudhgarh NAC.

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

SI No	Manpower Type	Take home Remuneration per day	EPF for day	Other statutory dues if any	Service charge	Total per person per day.
1	Labour for Park					
2	Driver ( JCB/407/Tractor/TATAAC)					
3	Core Sanitation worker 1) High Skilled 2) Semi Skilled					

- Minimum take home remuneration per person should not be below the minimum wages as per labour Act.
- No bifurcation of Take Home Remuneration is allowed.

Signature of the authorized person

Full Name

Seal

Date

Place

#### **Notes:-**

1. The total rates quote by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
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 and the Payment will be made after submission of copy of payment voucher to the workers engaged.
3. The above Financial Bid should be given in separate closed cover.

## TERMS AND CONDITIONS

### GENERAL

1. The Agreement shall commence from **01.05.2022** and shall continuous till **30.04.2023** unless it is curtailed or terminated by the authority owing to deficiency of service . sub-standard quality of manpower deployed breach of contract etc. of change the requirement .
2. The Agreement shall automatically expire on **30.04.2023** unless extended further by mutual consent of the manpower service provide and the authority.
3. The Agreement shall may be extended on the same terms and condition or with some addition /deletions/ modifications for a further specific period mutually agreed upon by the man power service provided and the authority.
4. The Manpower service provided shall not be allowed to transfer , assign pledge or sub contract it right 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 NAC at present has tentative requirement of, **22 numbers Park Labour and 4 numbers Driver of urgent basis**. The requirement of the NAC may further increase or decrease marginally during the period of initial contact also and the tenderer would have to additional man power service , it required on the same term and condition.
6. The man power service provided will be bound by the details furnished by it to the authority while submitting the tendere or at sub sequent stage it should be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the agreement .
7. The Authority reserve the right to terminate the agreement during initial period also after giving 15 days notice to the Man Power Service Provider .
8. The man power service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optical service of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower service deployed in the Office concerned shall will in no way be liable . It will be the responsibility of Manpower Service Provided to pay to the person deployed a sum not less than the minium rate quoted in fincial Bid and adduce such evidence as may be required by the Department of Office concerned .
10. For all intend and purpose , the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed .The Person deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department of Office concerned
11. The Manpower Service Provider shall be solely responsible for the redressal of grievance of resolution of dispute relating to person deployed .The Department Authority shall in no way be responsible for settlement of such issues whatsoever . In case the grievance of the deployed person are not attend to by the Manpower Service provider the deployed person can place their grievance before a joint Committee consisting of a representative of the Department Office concerned and an authorized representative of the Manpower Service Provider .
12. The Department shall not be responsible for any financial Loss or any injury to any person deployed by the manpower service provided 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 utter claimed nor shall be entitled to pay perks and other facilities admissible to regular /confirmed employees during the currency or after expire of the Agreement .

14. In case termination of the Agreement on its expiry other wise the person deployed by the manpower service provider shall be entitled to and shall have not claim for any absorption in regular of 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 the Rules and Acts. Undertaking from the person deployed of this effect shall be required to be submitted by the Manpower .
16. The Manpower Service Provider must be registered with the concerned Govt. Authority i.e. Labour Commissioner, Provident Authority Employees State insurance Corporation etc. and a copy of registration should be submitted . The Manpower Service Provider shall comply with all legal requirement for obtaining License under contract labor ( Regulation and Abolition) Act. 1970 if any , at his won part and cost.
17. The Manpower Service Provider shall provided substitute well in advance if there occur 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 contribution towards Provident Fund and Employees State Insurance , whatever applicable.
18. The person deployed the Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. The person 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 District . The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed .

#### **LEGAL**

20. The Person deployed shall during the course of their work be privy 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 beach of his condition shall make the Manpower Service Provider will as the person deployed liable for penal action under the applicable laws beside action for breach of contract.
21. The Manpower Service Provider shall be responsible compliance of all statutory provision relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the department . The Department 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 concerned tax collection authority from time to time as per rules and regulation in the mater . Attested Xerox copies of such documents shall be furnished to the Department as and when required .
23. The Manpower Service Provider shall remain all statutory register under the Law and shall produce the same on demand to the authority of the department or any authority under Law.
24. The Tax deduction at source (TDS) shall be done as per the provision of Income of Tax Act/ Rule as amendment from time to time and certificate to this effect shall be provided by the Department .
25. In case the Manpower Service Provider fail to comply with any liability under appropriate law and a result thereof The Department is put to any loss / obligation , monetary or otherwise the Department will entitled to get itself reimbursed out of the outstanding bill or the performance Security deposit 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 term and conditions of contact nonpayment of remuneration of employed person and nonpayment

of statutory dues .The department will have no liability towards nonpayment of remuneration to the person employed by the Manpower Service Provider and the outstanding statutory due of the service provider to statutory authority , if any loss of damage is caused to the Department by the persons deployed , the same shall be recovered from the unpaid bills of adjusted from the performance Security deposit.

### **FINANCIAL**

27. The Successful bidder will have to deposit a security deposit of **3,00,000/- ( Rupees Three lakh) only** ( one month employee cost including statutory dues in the form of Fixed Deposit receipt (FDR) made in the name of Agency but hypothecated to the Executive Officer, Boudhgarh NAC covering the period of contact . In case the contact is further extend beyond the initial period the FDR will have to be accordingly renewed by the successful tenderer
28. The Successful tenderer will have to deposit a Performance security deposit of Rs.30,000/- ( Rupees Thirty thousand ) only in the form of Bank guarantee **NSC** from any Nationalize Bank drawn infavor of the Authority covering the period of contract .In case the contract is further extend beyond the initial period the Bank guarantee will have to accordingly renewed by the successful tenderer. The amount of performance security deposit to be determined by the authority taking into account the contractual obligation of the manpower service provider.
29. In case of breach of any tem and condition attached to this agreement Performance security deposit of 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 department or Office concerned in respect of the persons deployed and submit the same to prescribed authority in the first week of the successes month . As far as possible the payment will be released by the second week of succeeding month .
31. The claim in Bill regarding Employee 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 of whole of the bill amount shall be held up till such proof is furnished at the discretion of the Department of Office Concerned
32. The amount of penalty calculated @ 100/- per day on account of delay , if any 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
33. The Authority reserve the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered ata later stage.
34. In the event of any dispute arising in respect of the clause of the arrangement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for this decision and same shall be binding on all parties.
35. All dispute shall be under the jurisdiction of the Court at the place where the Head quarters of the Authority , who has executed the agreement is locked .
36. The Successful bidder will enter into a agreement with this NAC for supply of suitable and qualified manpower as per requirement of this NAC on the above terms and conditions
37. If the Man Power Agency will false/unable to submit the list of Worker along with Photographs , Adhaar Cards within 03( three) days of receipt of the Work Order or else the EMD will be forfeited and the Second lowest Bidder will be awarded for the work in the First L-1

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED**  
**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN BOUDHGARH NAC**

1. She /he should be above 18years of age and not exceeding 60 years
2. The laborer proposed to be engaged should have experience for perform such duty
3. The driver should have obtain Driving valid License from competent authority and should have experience at least 3years in driving with First Aid Certificate.

**Technical Requirement**

SI No.	Details	Submitted	Not submitted
a	PAN Card.		
b	GST Number with last 6 Month Payment Challan slip i.e. September 2021 to February 2022.		
c	I.T Returned copy of last 3 Financial year and Turn over certificate (i.e. 2018-19, 2019-20 , 2020-21.)		
d	EPF Payment Challan with Payment confirmation slip ( from 01.03.2021 to 28.02.2022)		
e	3 Years Bank Statement i.e. 2018-19, 2019-20 , 2020-21		
f)	3 Years experience certificate given by any Govt. Office. The firm shall submit work completion certificate. No Work Order shall be entertained. The value of the Work Order shall not be less than 50 Lakhs ( single Order)		
g	Solvency certificate of Rs.40.00 Lakhs.		
h	ISO Certificate		
i)	Driving License of 5 nos of driver and First Aid certificate any one of item		
j)	Affidavit regarding opening of Branch Office at Boudhgarh NAC		
k	Registration certificate of Company /Firm/proprietorship /Partnership firm or any other as applicable		
l)	If NSNE certificate given by the firm , it must be written that the firm can supply Man Power , otherwise the tender shall be rejected		
m	Detail of Tender Paper Cost.		
n	Details as per prescribed format given in Page No-06 & 07		
o	Valid Labour License having more than 30 person		
p	Affidavit regarding Declaration of Page No:-07		

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

- 1. List of Manpower list by agency for deployment in Department ( 10 % extra of required ) , containing full details i.e date of birth , marital status address , educational certificate etc..**
- 2. Bio Data of all person with Passport size Photograph & Adhaar Card**
- 3. Any other document considered relevant .**

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of Between Boudhgarh NAC represented by the Executive Officer, 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 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 \_\_\_\_\_
3. (Name of the Office) in conformity with the provisions of the Terms and Conditions.
4. 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.
5. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
6. 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  
Executive Officer,  
Boudhgarh NAC.**

In the presence of witness:-

**Witness**

1. Name.....  
Address.....  
( In-charge of Section)
2. Name.....  
Address.....  
( In-charge of Section)

**Witness**

1. Name.....  
Address.....
1. Name.....  
Address.....

## TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from **01.05.2022** and shall continue till ...**30.04.2023** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, branch of contract etc or change in requirements.
2. The agreement shall automatically expired on **30.04.2023** 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 branch 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 15days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at specific time to the Executive Officer or such officer as may have been kept in charge of the Establishment of the Office concerned and would leave at specific time and may also required to work beyond working hour for which he would not be paid any extra remuneration in case, the person deployed remains absent on a particular day or comes late / leave early on three occasions, proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department 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 Department or Official concerned shall be that of the Manpower Service Provider and the Department of 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 Department 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 by the Manpower Service Provider shall not have any claim whatsoever like employer and relationship against the Department of 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 Department authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attend to by the Manpower Service Provider the deployed person can place their grievance before a joint committee consisting of a representative of the Department Office concerned and any Authorized representative of the Manpower Service Provider.
12. The Department 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. Authority 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.
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 Department. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
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 Department. The Department 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 recorded by it 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 as and when required.
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 Department or any other authority under Law.
24. The Tax deduction at source (TDS) 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.
25. In case, The Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department is put to any los / obligation, monetary or otherwise, the Department 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.
26. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, on-payment of remuneration of employed persons and non-payment of statutory dues. The NAC 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 Department by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
27. In case of branch 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.
  28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department 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.
  29. The claim 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.
  30. The amount of penalty calculated @ `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.
  31. 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.
  32. 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 this decision and the same shall be binding on all parties.
  33. 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.