

BOUDHGARH NAC, BOUDH

Tender document

For providing services of labour for sanitation works, labour for park and driver for heavy/Light vehicle & Data Entry Operator by a man power service provider.

- 1) Period of issue of tender documents:- 12.09.2018 to 19.09.2018 (5.00 PM)
- 2) Last date and time for submission of Tender documents:- 22.09.2018 by 2.00 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) Cost of EMD:- `50,000/-(in shape of Demand Draft in favour of Executive Officer, Boudhgarh NAC payable at Boudh.)
- 5) Date Place of opening of :- At:- NAC Office
 - a. Technical bid:- 24.09.2018 at 11.00AM
 - b. Financial bids of eligible technical bidders:- 24.09.2018 at 4.00PM
- 6) Likely date of commencement of deployment of required manpower:-

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Boudhgarh NAC requires the service of reputed, well established and financially sound Manpower Service Providers to provide services of labour for sanitation works, labour for park , driver for playing of heavy vehicle and Data Entry Operator on contract basis for day to day said work.
2. The contract for providing the aforesaid manpower is likely to commence from **01.10.2018** and would continues till **30.09.2019**.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 50nos of unskilled labour & 2 nos of Driver and Data Entry Operator The requirements may increase in the category.
4. The estimate cost of the contract is ` 50,00,000/-
5. The interested Manpower Service Provider may submitted the tender document complete in all respects along with Earnest Money Deposit(EM) of ` 50,000/-and other requisite documents by **22.09.2018 up to 4.00PM** at Boudhgarh NAC, Boudh.
6. 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 : **12.09.2018 to 19.09.2018 (5.00 PM)**
 - b. Date and time for submission of Tender Documents: **22.09.2018 up to 2.00PM**
 - c. Date and Time for opening **At NAC Office**
 - d. Technical bid:- **24.09.2018 at 11.00AM**
 - e. Financial bids of eligible technical bidders:- **24.09.2018 at 4.00PM**
 - f. Likely date of commencement of deployment of required manpower:
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 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”** .
8. The Earnest Money Deposit (EMD) of ` 50,000/- (Rupees Fifty thousand) only refundable (without interest) should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft drawn in favour of Executive Officer, Boudhgarh NAC payable at Boudh **failing which the tender shall be rejected summarily**.
9. The successful tenderer will have to deposit a performance Security Deposit of ` 5.00Lakh (Rupees five 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 tenderer.
10. 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. Copies of EPF Registrarion Certificates/Copy on ESI Registration.
 - e. Copy of ESI Registration Certificate
 - f. Copy of the GST Registration Certificate.
 - g. Certified extracts of the Bank Account continuing transactions during last three years.
 - h. Authenticate copy of last Month EPF Payment (EPF Challan/TRRN)
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 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.
13. The technical bids shall be opened on the scheduled date and time at **24.09.2018** at 11.00AM 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.
14. The Financial Bid of only those renderers' will be opened whose Technical bids are found in order. The Financial Bids shall be opened at **4.00PM of 24.09.2018** 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.
15. The Competent authority of the NAC reserves the right to annual all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

The following manpower service provider should fulfill the following technical specifications:

- a) The registered office or one of the branch office of the manpower service should be located within the jurisdiction of the NAC, Boudh
- b) They should be registered with the appropriate registration authority.
- c) They should have at least three years experience in providing manpower to Government Departments, Public sector companies / Banks / Local Authority.
- d) They should have their own Bank Account.
- e) They should be registered with **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 the user Department) that may be required for providing manpower services.
- h) Maximum turn-over requirement (to be assessed by the Department / Office keeping in view the present contract)
- i) Execution of contracts of similar type (minimum value to be prescribed) during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.
- j) Last 3 (three) years Audited balance sheet duly certified by a Chartered Account.
- k) Valid PAN Card.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE BOUDHGARH
NAC**

1. She /he should be above 18years of age and not exceeding 40years
2. The laborer proposed to be engaged should have experience for perform such duty
3. The driver should have obtain Driving License from competent authority and should have experience at least 3years in driving with First Aid Certificate.
4. The DEO must have PGDCA qualified personnel.

APPLICATION – TECHNICAL BID
For Providing Manpower Services To Boudhgarh NAC

1. Name of tendering Manpower Service Provider _____
2. Details of Earnest Money Deposit : DD No _____ Date _____ of _____ drawn on Bank _____
3. Name of Propertor/Partnor/Director. _____

4. Full Address of Registered Office _____

Telephone No _____

FAX No _____

E-Mail Address _____

5. Full Address of Operating/
Branch Office _____

Telephone No _____

FAX No _____

E-Mail Address _____

6. Name & telephone No of
Authorised officer/person to
liaise with field officer(s) _____

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

Telephone No of Banker _____

8. PAN _____
(attach attested copy)

9. G.S Tax Registration No. _____
(Attach attested copy)

10. E.P.F. Registration No. _____
(Attach attested copy)

11. E.S.I Registration No. _____
(Attach attested copy)

12. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial years.

Financial year	Amount (in lakh)	Remarks, if any
2015-16		
2016-17		
2017-18 (either provisional or Actual)		

13. Additional information, if any.

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format.(if the space provided is insufficient, a separate sheet may be attached)

Sl No	Name of client address ,telephone & FAX No	Manpower services provided		Amount of contract(in lakh)	Duration of contract	
		Type of manpower provided	No		From	To
1.						
2.						
3.						
4.						
5.						
6.						

15. Additional information. If any

(Attach separate sheet, if required)

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 Assistance to Boudhgarh NAC.

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	Manpower Type	Take home Remuneration	EPF	Other statutory dues if any	Service charge	Service tax	Total per person
1	Labour for sanitation work						
2	Labour for park						
3	Drive (Light Vehicle)						
4	Data Entry Operator						
5	Driver (Heavy Vehicle)						

- 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 quoted 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

TERMS AND CONDITIONS

GENERAL

1. The Agreement shall commence from **01.10.2018** and shall continuous till **30.09.2019** unless it is curtailed or terminated by the authority owing to deficiency of service . sub-standard quality of manpower deployed breach of contract etc. of change the requirement .
2. The Agreement shall automatically expire on **30.09.2019** 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 50number sanitation workers, 10numbers Park Labour and 2numbers 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 not 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 termination of the Agreement on its expiry otherwise the person deployed by the manpower service provider shall be entitled to and shall not 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 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 requirements for obtaining License under Contract Labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost.
17. The Manpower Service Provider shall provide 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 contribution towards Provident Fund and Employees State Insurance , whatever applicable.
18. The person deployed by 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 to certain confidential 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 workers 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 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 authority under Law.
24. The Tax deduction at source (TDS) shall be done as per the provision of Income Tax Act/ Rule as amended from time to time and 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 loss / obligation , monetary or otherwise the Department will be 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 contract 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 technical Bid should be accompanied with Earnest money Deposit (EMD) refundable without interest of **Rs.50,000/-** (which is about 1.00% of the contract value) in from of Demand Draft /Pay order drawn in favour of Executive Officer Boudhgarh NAC. **Failing which the tender shall be rejected out rightly .**
28. 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 fail to deploy the required manpower against the initial requirement within 10 (ten) days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
29. The Successful tenderer will have to deposit a security deposit of `5,00,000/- (Rupees five 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
30. The Successful tenderer will have to deposit a Performance security deposit of Rs.50,000/- (Rupees Fifty thousand) only in the form of Bank guarantee 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.
31. 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
32. 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 .
33. 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
34. 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
35. 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.
36. 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.

37. 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 located .
38. 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

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 of agency for the last three years.
4. Attested copy of PAN/ GIR Card
5. Attested copy of latest IT return filed by agency
6. Attested copy of G.S.T Tax Registration Certificate
7. Attested copy of the E.P.F registration certificate
8. Attested copy of the ESI registration 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. Copy of the terms and conditions at pages in Tender Documents with each page duly signed and sealed by the authorized 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 list by agency for deployment in Home Department , containing full details i.e date of birth , marital status address , educational certificate**
- 2. Bio Data of all person with Passport size Photograph**
- 3. Any other document considered relevant.**

AGREEMENT

This Agreement is made on this _____ day of Between the 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/Officer.

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.....

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

Witness

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

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

TERMS & CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from **01.10.2018** and shall continue till **30.09.2019** 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 expire on **30.09.2019** unless extended further by the mutual consent of the manpower service provider and the authority..
3. The agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or 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 loss / 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, non-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 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.
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.