

Expression of Interest

For Empanelment of Manpower Agency for Supply of Manpower

In the office of



**Nabakrushna Choudhury Centre for Development Studies (NCDS),
Bhubaneswar
10 August 2020**

(In addition to this cover page, this document has 18 pages)

Nabakrushna Choudhury Centre for Development Studies (NCDS), Bhubaneswar**Hiring of Manpower (Research Support Staff & Others)
By Manpower Service Provider**

Period for issue of Tender Document	10 August 2020
Date and time for submission of Tender Document	Before 5 pm of 17 August 2020 by Speed Post
Date and time and venue for opening of Bids	11.30 am 18 August 2020 at NCDS premises (through virtual mode). Those who want to be virtually present may request Secretary, NCDS (secretary.ncds@gov.in) for a link and also provide their mobile phone number. The request should be sent on 17 August 2020 with the subject line "Request for link for opening of Bids for Hiring of Manpower by NCDS."
Likely date for commencement of deployment of required manpower	As per decision by competent authorities

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Scope of Work and General Instruction for Bidders

- The office of Nabakrushna Choudhury Centre for Development Studies (NCDS), Bhubaneswar requires the services of reputed and well-established Manpower Service Providers to provide services of research support staff & others as per requirement on contract basis for day-to-day official work & research activities.
- The contract for providing the aforesaid manpower is likely to commence from the date of decision by authorities and would continue for one year. The period of the contract may be further extended beyond one year provided the requirement of the office for manpower persists at that time or may be terminated before the completion of one year owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the office as per requirements. The office of NCDS, however, reserves all rights to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
- The office of NCDS, Bhubaneswar, has tentative requirement of research support staff & others, which will be specified to the empanelled manpower service provider. The total requirement in numbers will be as per need, which may increase/decrease.
- The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 17 August 2020 at 5 pm at Nabakrushna Choudhury Centre for Development Studies (NCDS), Bhubaneswar-751013.

Crucial Dates and Information relating to Tender

for providing manpower services for Research Support Staff and Others at **Nabakrushna Choudhury Centre for Development Studies, Bhubaneswar** by a Manpower Service Provider are indicated here under.

Period for issue of Tender Document	10 August 2020
Date and time for submission of Tender Document	Before 5 pm of 17 August 2020 by Post
Date and time and venue for opening of Bids	11.30 am 18 August 2020 at NCDS premises (through virtual mode). Those who want to be virtually present may request Secretary, NCDS (secretary.ncds@gov.in) for a link and also provide their mobile phone number. The request should be sent on 17 August 2020 with the subject line "Request for link for opening of Bids for Hiring of Manpower by NCDS."
Likely date for commencement of deployment of required manpower	As per decision by competent authorities

- The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly self-attested), along with the Technical Bid, failing 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 TAN
 - (c) Copy of PAN / GIR card;
 - (d) Copy of the IT return filed for the last three financial years;
 - (e) Copies of EPF and ESI registration;
 - (f) Copy of the General Service Tax registration certificate;
 - (g) Bank Account details.
 - (h) Should have **ISO 9001: 2015**.
- Conditional bids shall not be considered and will be outrightly rejected in the first instance.
- All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialized by the person authorized to sign the tender bids.
- The bids shall be opened virtually in the office of Nabakrushana Choudhury Centre for Development Studies, Bhubaneswar on 18 August 2020 at 11.30 pm. Those who want to be virtually present may request Secretary, NCDS (secretary.ncds@gov.in) for a link and also provide their mobile phone number. The request should be sent on 17 August 2020 with the subject line "Request for link for opening of Bids for Hiring of Manpower by NCDS."

Technical Requirement for the Tendering of Manpower Service Provider

The tendering manpower service provider should fulfil the following technical specifications

- (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of office of Nabakrushana Choudhury Centre for Development Studies, Bhubaneswar.
- (b) They should be registered with the appropriate registration authority.
- (c) They should have at least five years of experience in providing manpower to Government Department and Public Sector Companies among others.
- (d) They should have their own Bank Account.
- (e) They should be registered with Income Tax and Service Tax departments.
- (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) Minimum turn-over requirement. (80 lakhs p.a.)
- (i) Execution of contracts of similar type during preceding 5 years.
- (j) Their providing of services to a research organisation or research related activities of an organisation will be desirable.

Technical Requirements for Manpower to be Deployed
as Research Support Staff & Others at
Nabakrushna Choudhury Centre for Development Studies, Bhubaneswar
by the Successful Manpower Service Provider

She/he should be above 18 years of age and not exceeding 42 years as on their date of initial deployment at office of Nabakrushna Choudhury Centre for Development Studies, Bhubaneswar by the Manpower Service Provider. The upper age limit may be relaxed for those with higher degree and experience.

- (a) Post-Doctoral Fellow/Research Associate/Research Coordinator/Research Fellow/: Ph.D. degree in relevant social sciences.
- (b) Project Associate/Research Analyst: Either with M.Phil or with Master's degree in relevant social sciences having two year experience and evidence of having authored a research paper/report.
- (c) Research Assistant/Supervisor: Either with Master's Degree or with Bachelor's degree in social sciences having minimum three years of research experience.
- (d) Field Investigator/Research Investigator: Any Graduate as per requirement.
- (e) Computer Operator/DEO: Any Graduate with PGDCA and minimum one-year experience.
- (f) Establishment Officer: Any graduate with PGDCA and minimum one-year experience.
- (g) Any other post as required by the authority on mutual understanding.

Application - Technical Bid
for providing Manpower Service to the office of
Nabakrushna Choudhury Centre for Development Studies, Bhubaneswar

1.	Name of Tendering Manpower Service Provider with address (Attach Proof copy)	_____ _____ _____
2.	Name of Proprietor /Partner/ Director:	_____ _____ _____
3.	Full Address of Registered Office	_____ _____ _____ Tel: _____ Fax: _____ Email: _____
4.	Name & telephone no. of Authorized officer/person to liaise with Field Office(s)	_____ _____ _____ Tel: _____ Fax: _____ Email: _____
5.	Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three months)	_____ _____ _____
6.	PAN / GIR No. (Attach attested copy)	
7.	General Service Tax Registration No. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	E.S.I. Registration No. (Attach attested copy)	
10.	TAN Registration No. (Attach attested copy)	

11. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2016-2017		
2017-2018		
2018-2019		

12. Additional information, if any (Attach separate sheet if space provided is insufficient)

13. Give details of some similar contracts handled by the tendering Manpower Service Provider during the last five 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 service provider		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

Signature of authorized person

Name:

Seal:

Date:

Place:

Application – Financial Bid
for providing Manpower Service to the office of
Nabakrushna Choudhury Centre for Development Studies, Bhubaneswar

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes (add rows, if required)

Sl. No.	Manpower Type	Monthly Rate per						
		Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	General Service tax	Total per person
1								
2								

Note: 1. NCDS will pay specified rates (as per its guidelines or as per budget provision for that specific deployment), which may be more than the minimum mandated by law.
2. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of submitting the bid.
3. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

3. Rate per for hiring of different vehicles:

Sl. No.	Vehicle Type	Hiring Charge Type I			Hiring Charge Type II
		Per Day Hiring Charges	Fuel (Diesel/Petrol) (10 Km per liter)	Total	Per Kilometer Charges
1	Innova				
2	Swift Dezire				
3	Scrapio				
4	Hyundai Xent				

Notes: 1. If Ola/Uber or similar services are used then payment will be on actual basis.
2. On road any statutory dues like toll and parking among others will be extra as per actual.
3. Expenses for travel, local and outstation (including air/train/bus/taxi fare), along with accommodation and daily allowance limit has to have necessary prior approval from competent authority and permitted only if there is provision for the same in the budget.
3. Bill to be raised on conclusion of calendar month.

Signature of authorized person

Date:
Place:

Full Name:
Seal of the organization:

Declaration

I, _____
Daughter/Son/Spouse of Ms/Mr _____
Proprietor/Director/authorized signatory of the Service Provider, mentioned above, am
competent to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that
furnishing of any false information/fabricated document would lead to rejection of my tender
at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Place:

Full Name:

Seal of the organization:

Terms and Conditions

General

1. The Agreement shall commence from the date decided by competent authority of the office of Nabakrushna Choudhury Centre for Development Studies, Bhubaneswar (hereinafter, NCDS) and shall continue for one, unless it is curtailed to terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on completion of one year 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 of NCDS.
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 organisation by whatever name be called without the prior written consent of the Authority at NCDS.
5. The office of NCDS at present, has tentative requirement of some Research Support Staff and Others, on urgent basis, which will be specified after empanelment of Manpower Service Provider at the time of signing the Agreement. The requirement of the office of NCDS may further increase or decrease marginally, during the period of contract and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the Authority of NCDS while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority of NCDS reserves the right to terminate the Agreement after giving 60 days' notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work during office hours of NCDS and may also be required to work beyond 5.30 PM for which s/he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the p for one day will be made.
9. In case the person deployed is asked to work beyond 8 PM, then s/he shall be entitled to late sitting-cum-refreshment compensation of Rs. 500/- (Five Hundred) per day, but prior approval has to be taken from the Authority provided there is proper justification for the work and this is to be permitted only if there is provision in the specific budget for such payment.
10. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.

11. The person deployed may be asked to travel for work. The expenses will be reimbursed, as per actuals, for travel within headquarter and for travel, accommodation and other incidental expenses outside headquarters, but prior approval has to be taken from the Authority and this is to be permitted only if there is provision in the specific budget from which the payment is to be made for such expenses.
12. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the authority at office of NCDS so that optimal services of the persons deployed could be availed without any disruption.
13. The entire financial liability in respect of manpower services deployed in the office of NCDS shall be that of the Manpower Service Provider 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 Office concerned.
14. For all intents and purposes, the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship Office concerned.
15. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The office of NCDS shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of NCDS and an Authorized representative of the Manpower Service Provider.
16. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of NCDS during the currency or after expiry of the Agreement.
17. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
18. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. 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 office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

Legal

21. 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.

22. 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 office concerned. The office concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess and other payments on account of service rendered by it.
24. 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 office of NCDS 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.

Financial

25. The successful tenderer will have to deposit a Security Deposit/Performance Security Deposit of Rs.30,000/- (Rupees Thirty Thousand) only in form of Bank Draft/Bank Guarantee from any Nationalized Bank drawn in favour of "Nabakrushna Choudhury Centre for Development Studies" covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Draft/ Bank Guarantee as submitted earlier will stand for the extended period.
26. In case of breach of any terms and conditions attached to this agreement, the Security Deposit/Performance Security Deposit of Rs.10,000 /- (Rupees Ten Thousand) only of the manpower service provided shall be liable to be forfeited besides annulment of the Agreement.
27. The Manpower Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by the 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.
28. The Authority of NCDS 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.
29. 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 her/his decision and the same shall be binding on all parties.
30. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, which has executed the agreement, is located.
31. The successful bidder will enter into an agreement with the office of NCDS for supply of suitable and qualified manpower as per requirement 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 account of agency for the last three months;
4. Self-Attested copy of PAN, TAN;
5. Self-Attested copy of the latest IT return filed by agency;
6. Self-Attested copy of General Service Tax registration certificate;
7. Self-Attested copy of the P.F. registration letter/certificate;
8. Self-Attested copy of the E.S.I. registration letter/certificate;
9. Self-Attested Certified documents in support of the Financial turnover of the agency;
10. Copy of the terms and conditions at pages..... in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Agreement

This Agreement is made on this _____ day of _____ Between the office of Nabakrushna Choudhury Centre for Development Studies, Bhubaneswar, hereinafter 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 Ms/Mr _____, hereinafter 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 construed 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 _____ (name of the Department/Office) in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to.....

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 Office of
Nabakrushna Choudhury Centre for
Development Studies, Bhubaneswar**

In the presence of witness:

Witness

Witness

1. Name:.....

1. Name:.....

Address:.....

Address:.....

2. Name:.....

2. Name:.....

Address:.....

Address:.....

Annexure**Terms and Conditions of the Agreement**

1. The Agreement shall commence from _____ and shall continue till _____ unless it is curtailed or terminated by the Authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on completion of one year 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 organisation by whatever name be called without the prior written consent of the Authority.
5. The Authority may further increase (or, decrease) the number of manpower services during the period of contract and the Manpower Service Provider shall provide additional (or, withdraw existing) manpower services, if required.
6. Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Authority reserves the right to terminate the Agreement during initial period and also after giving 60 days' notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work during Office hours, may also be required to work beyond 5.30 PM for which s/he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
9. In case the person deployed is asked to work beyond 8 PM, s/he shall be entitled to late sitting-cum-refreshment compensation of Rs. 500/- (Five Hundred) per day, but prior approval has to be taken from the Authority provided there is proper justification for the work and this is to be permitted only if there is provision in the specific budget for such payment.
9. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
10. The person deployed may be asked to travel for work. The expenses will be reimbursed, as per actuals, for travel within headquarter and for travel, accommodation and other incidental expenses outside headquarters, but prior approval has to be taken from the

Authority and this is to be permitted only if there is provision in the specific budget from which the payment is to be made for such expenses.

11. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
12. The entire financial liability in respect of manpower services deployed in the Office concerned shall be that of the Manpower Service Provider and the Office concerned will in no way be liable.
13. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office concerned.
14. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Office concerned and an Authorized representative of the Manpower Service Provider.
15. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted.
19. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to her/his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
20. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, cess and other payments on account of service rendered by it to the office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter.
24. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the office concerned is put to any loss/obligation, monetary or otherwise, the office concerned 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.
25. 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 Office concerned 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.
26. 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.
27. The Manpower Service Provider shall raise the bill, in duplicate, along with attendance sheet duly verified by the 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 within that month.
28. 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.
29. 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 her/his decision and the same shall be binding on all parties.
30. 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.