

Tender Notice

**Poverty and Human Development Monitoring Agency (PHDMA)
Planning and Convergence Department
Government of Odisha**

* * *

No. 327 /PH
PHDMA-55/13

Bhubaneswar Dated 06th September, 2017.

Notice inviting Tender for award of contract for providing services of Accountant

Sealed tenders are invited from reputed manpower agencies / service providers to provide the services of one experienced Accountant for a period of one year w. e. f. the date of effectiveness of the agreement on contract basis for engagement in the office of **Poverty and Human Development Monitoring Agency (PHDMA), Planning and Convergence Department, 2nd Floor North Annex Building, Odisha Secretariat, Bhubaneswar-751001.**

The detailed information for outsourcing the services of aforesaid posts have been given in the Tender Document which may either be downloaded from the Government of Odisha Website (i.e., www.odisha.gov.in) and Website of PHDMA (i.e., www.phdmaodisha.nic.in). The last date and time for submission of Tender document is **21.09.2017 by 4.00 PM.**

Sd/-

**Chief Accounts Officer,
PHDMA, P&C Department**

**Poverty and Human Development Monitoring Agency (PHDMA)
Planning and Convergence Department
Government of Odisha**

* * *

Tender Document

For providing Services of one Accountant to the **Poverty and Human Development Monitoring Agency (PHDMA), P&C Department** by a Private Manpower Service Provider.

- a. Date and time for submission of Tender Document: On or before 21.09.2017 by 4.00 PM

- b. Date and time for opening of:
 - i. Technical Bids: On 22.09.2017 at 11.30 AM

 - ii. Financial Bids of eligible Bidders : On 22.09.2017 at 12.30 PM

- c. Likely date for commencement of deployment of required manpower: 03.10.2017

CONTENTS OF TENDER DOCUMENT

Sl. No.	Description of contents	Page Number
1.	Scope of work and general Instruction for service bidders	4
2	Technical requirements for the service provider and the manpower to be deployed in the office of PHDMA by the service provider	5
3	Tender Application – Technical Bid	7
4	Tender Application – Financial Bid	10
5	Terms and Conditions	11
6	Chronological order for arrangement of document	15

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. **Poverty and Human Development Monitoring Agency (PHDMA), P & C Department, Bhubaneswar-751001** requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Accountant on contract basis for day to day official work.
2. The contract for providing the aforesaid manpower is likely to commence from the date 06.10.2017 and would continue for one year. The period of the contract may be further extended beyond one year provided the requirement of PHDMA for manpower persists at that time or may be curtailed / terminated before 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 PHDMA requirements. PHDMA, however, reserves the right to terminate this initial contract at any time after giving two weeks notice to the selected Service provider.
3. PHDMA has tentative requirement for one Accountant. The requirement may increase / decrease in any / all other categories.
4. The interested Manpower Service Providers may submit the tender document complete in all respects and other requisite documents by 25th September up to 4.00 PM at **Poverty and Human Development Monitoring Agency (PHDMA), P & C Department, Bhubaneswar-751001**.
5. The various crucial dates relating to “**Tender for Providing Manpower Services to the PHDMA, P & C Department, Secretariat, Bhubaneswar**” are cited as under:
 - a. Date and time for submission of Tender Document : 21.09.2017 by 4.00 PM
 - b. Date and time for opening of
 - i. Technical Bid: 22.09.2017 at 11.30 AM
 - ii. Financial Bids of eligible Tenders and selection : 22.09.2017 at 12.30 AM
 - c. Likely date for commencement of Deployment of required manpower 03.10.2017
6. 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 super scribing “**Technical Bid for Providing Manpower Services to PHDMA**” and “**Financial Bid for Providing Manpower Services to PHDMA**”. Both sealed envelopes should be kept in a third sealed envelope super scribing “**Tender for Providing Manpower Services to PHDMA**”.
7. The successful tenderer will have to deposit a Performance Security Deposit of Rs.20,000 (Rupees Twenty Thousand Only) in the form of Bank Guarantee from any Nationalised Bank drawn in favour of PHDMA, P&C Department Bhubaneswar 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.

8. The tendering Manpower Service providers are required 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, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:

- a. Registration certificate of the applicant organisation;
- b. Copy of PAN/ GIR card;
- c. Copy of the IT return filed for the last three financial years;
- d. Copies of EPF and ESI certificates;
- e. Copy of GST registration certificate;
- f. Certified extracts of the Bank Account containing transactions during last three years.

9. The conditional bids shall not be considered and will be out rightly rejected in the very first instance.

10. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised 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 cutting, if any, in the Technical Bid Application must be initialled by the person authorised to sign the tender bids.

11. The Technical bids shall be opened on the scheduled date and time i.e., at 11.30 AM on 22.09.2017, in the office of **Poverty and Human Development Monitoring Agency (PHDMA), Planning and Convergence Department, 2nd Floor North Annex Building, Odisha Secretariat, Bhubaneswar-751001**, in the presence of the authorised representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

12. The Financial Bid of only those tenders will be opened whose Technical bids are found in order. The Financial bids shall be opened at 12.30 PM on 22.09.2017 in the office of **PHDMA, P&C Department, 2nd Floor North Annex Building, Odisha Secretariat, Bhubaneswar-751001** in the presence of the authorised representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

13. The Competent Authority of the PHDMA reserves the right to annul all bids without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering manpower service provider should fulfill 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 PHDMA.
 - b. They should be registered with the appropriate registration authority;
 - c. They should have at least two / three years experience in providing manpower to Government Departments, Public Sector Companies/Banks etc;
 - d. They should have their own Bank Account in any Nationalised Bank;
 - e. They should be registered with Income Tax and Goods and Services 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 PHDMA) that may be required for providing manpower services.
 - h. Minimum turn-over requirement. (to be assessed by PHDMA keeping in view of 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.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE OFFICE OF
PHDMA, P & C DEPARTMENT, SECRETARIAT**

1. She/he should be above 21 years of age and not exceeding 35 years.
2. The candidate should be at least a commerce graduate well versed with Accountancy & Taxation and having proven skill in operating Tally ERP 9.0 and Microsoft Office (Word, Excel and PowerPoint) software applications.
3. The candidate should have minimum of two (2) years experience in operating account keeping process preferably in a social development organization.

APPLICATION – TECHNICAL BID

For Providing Manpower Services to PHDMA

1. Name of the Tendering Manpower Service Provider:-----
2. Name of Proprietor/ Partner/ Director: -----

3. Full Address of Registered : -----

-----Telephone No. _____ Mobile No: _____
Fax No. : _____ E-Mail Address : _____
4. Full address of Operating/ Branch Office : -----

-----Telephone No. _____ Mobile No: _____
Fax No. : _____ E-Mail Address : _____
5. Name & telephone no. of : _____
Authorised officer/ person to liaise with Field Office (s)
6. Banker of the Manpower Service Provider: _____
(Attach certified copy of statement of A/c for the last Three years) _____
Telephone Number: _____ Mobile No _____ of Banker
7. PAN/GIR No. : ----- (Attach attested Copy)
8. GST Registration No. : ----- (Attach attested Copy)
9. E.P.F. Registration No. : ----- (Attach attested Copy)
10. E.S.I. Registration No. : ----- (Attach attested Copy)
11. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Year.

Financial years.	Amount (Rs. Lacks)	Remarks, if any
2014-15		
2015-16		
2016-17		

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

13. 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 (Rs. Lacks)	Duration of contract	
		Type of manpower provided	No.		From	To

14. Additional information, if any
(Attach separate sheet, if required)

Signature of authorised person

Name:

Seal:

Date:

Place:

DECLARATION

1. I, _____ Son/ Daughter/ _____ / Wife of Shri _____ 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 document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorised person

Full Name:

Seal:

Date:

Place:

APPLICATION – FINANCIAL BID

For Providing Manpower Assistance to PHDMA, P&C Department

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 as prescribe by Government from time to time.

Sl. No	Manpower Type	Monthly Rate per person						
		* Take home remuneration	EPF	ESI	SC	CGST	SGST	Total per person
1								

Signature of authorised person

Full Name:

Seal:

Date:

Place:

Notes:

1. The total quoted 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 & CONDITIONS

GENERAL

1. The Agreement shall commence from 06.10.2017 and 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 organization by whatever name be called without the prior written consent of the Authority.
5. The Agency, at present has tentative requirement of one Accountant on urgent basis. The requirement of the Agency may further increase or decrease marginally during the period of initial contract also. And the tenderer would have to provide additional manpower services, if required, on the same terms and conditions of the contract.
6. 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 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 also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the **Chief Accounts Officer** or such **Other Officer** as may have been kept in charge of the Office Establishment of the office concerned and would leave at 5.00 P.M. and may also required to work beyond 5.00 PM for which 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. The Manpower Service Provider shall nominate a co-ordinator who shall be responsible for immediate interaction with the PHDMA so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in PHDMA shall be that of the Manpower Service Provider and PHDMA 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 PHDMA.

11. 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 PHDMA.

12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. PHDMA 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 PHDMA of Office concerned and an Authorised representative of the Manpower Service provider.

13. PHDMA 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.

14. 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 tenancy or after expiry of the Agreement.

15. 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.

16. 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.

17. The Manpower Service Provider must be registered with the concerned Government Authorities, 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 is any, at his own part and cost.*

18. The Manpower Service Provider shall provide a substitute candidate 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 etc. wherever applicable.

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 PHDMA or 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 workers in respect of the persons deployed by it in PHDMA or office concerned. PHDMA or office concerned shall have no liability in this regard.

23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to PHDMA or office concerned strictly within the prescribed time with 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 PHDMA or office concerned.

24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of PHDMA or office concerned or any other authority under Law.

25. The Tax deduction at Source (T.D.S.) 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 PHDMA or office concerned.

26. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, PHDMA or the office concerned is put to any loss/ obligation, monetary or otherwise, PHDMA or 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.

27. 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. PHDMA or 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. If any loss or damage is caused to PHDMA or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

FINANCIAL

28. The successful tender will have to deposit a Performance Security Deposit of Rs. 15,000 (Rupees Fifteen Thousand) only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of the Authority 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 tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider.

29. 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.

30. The Manpower Service Provider shall quote the price for the services of the Accountant or any / all other categories, which should not be below than the wage rate prescribed Government.

31. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by PHDMA 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.

32. The claims in bills regarding Employees State Insurance (ESI), Provident Fund (PF) and GST 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.

33. In case of failure to submit the Challans / Receipts / Acknowledgement against the deposit ESI, PF and GST along with the monthly bills, then the bills for the corresponding month will automatically be treated as rejected.

34. The amount of penalty calculated @ Rs. 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 bill in the succeeding month.

35. 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.

36. 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 his decision and the same shall be binding on all parties.

37. 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.

38. The successful bidder will enter into an agreement with PHDMA for supply of suitable and qualified manpower as per requirement of PHDMA 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 years;
4. Attested copy of PAN Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of GST registration certificate;
7. Attested copy of the P.F. registration letter/ certificate;
8. Attested copy of the E.S.I. registration letter/ 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 page 11 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

1. List of Manpower short listed by agency for deployment in PHDMA, P&C Department containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of the person.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ between the Agency represented by _____, 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 _____, 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 PHDMA;

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 finalised 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 office of **Poverty and Human Development Monitoring Agency (PHDMA), Planning and Convergence Department, 2nd Floor North Annex Building, Odisha Secretariat, Bhubaneswar-751001** 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 one year from the date of signing of this contract.

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 Authority/
an Officer acting in the premises
for and on behalf of the
Authority**

In the presence of witness:

Witness

1. Name _____

Address _____

2. Name _____

Address _____

Witness

1. Name _____

Address _____

2. Name _____

Address _____

ANNEXURE

TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence from _____ (date) and shall continue till _____ (date) 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 _____ (date) 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 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.
6. The authority reserves the right to terminate the Agreement during initial period also after giving two weeks notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the CAO, PHDMA or such other Officer as may have been kept in charge of the Office Establishment of the Office as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 P.M and may also be required to work beyond 5.00 P.M for which 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.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with PHDMA 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 PHDMA or Office or concerned shall be that of the Manpower Service Provider and PHDMA or 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 PHDMA 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. The

persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against PHDMA or Office concerned.

11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. PHDMA 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 his / her grievance before a Joint Committee consisting of a representative of PHDMA or Office concerned and an Authorized representative of the Manpower Service Provider.

12. PHDMA 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 by 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. Authorities, i.e Labour Commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour 128 (Regulation 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 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 PHDMA or office

concerned. 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 all 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 workers in respect of the persons deployed by it in PHDMA or office concerned. PHDMA or office concerned 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 PHDMA or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter within the time mandate. Attested Xerox copies of such documents shall be furnished to PHDMA or office concerned.

23. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of PHDMA or office concerned or any other authority under Law.

24. The Tax deduction at source (T.D.S) 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 PHDMA or office concerned.

25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, PHDMA or the office concerned is put to any loss / obligation, monetary or otherwise, PHDMA or 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.

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. PHDMA or 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. If any loss or damage is caused to PHDMA or office concerned 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 PHDMA 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 or the bill amount shall be held up till such proof is furnished, at the discretion of PHDMA or Office concerned.

30. In case of failure to submit the Challans / Receipts / Acknowledgement against the deposit ESI, PF and GST along with the monthly bills, then the bills for the corresponding month will automatically be treated as rejected.

31. The amount of penalty calculated @ Rs. 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.

32. The Authority reserves the right to withdraw or relax any of the terms & conditions mentioned above so as to overcome the problem encountered at a later stage.

33. 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 decision and the same shall be binding on all parities.

34. 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.
