

COMMERCIAL TAX & GST CIRCLE, SUNDARGARH,

(Under CT & GST Territorial Range, Sundargarh, (At-Rourkela),

Finance Department, Govt. of Odisha 770001

TENDER CALL NOTICE

Bid Reference No. 5314

Dated 06/12/2024

Bids in sealed cover are invited under two-bid systems from reputed and experienced Manpower Service Providers to provide services of **02(two)** nos of outsource personnel for engagement as **i) Watchman-cum-Sweeper for Office (01 no.) and ii) Office Peon (01 no.)** in the o/o the CT & GST Sundargarh Circle, Sundargarh. for a period of 01(one) year from the date of actual engagement as per daily wages for un skilled labour as notified by the labour Commissioner, Odisha Bhubaneswar vide notification no 6432/LC, Bhubaneswar, Dated 30.09.2024. The details of the bidding schedule are as follows:

Sl. No	Bidding Schedule	Deadline	Scheduled Date
1	Date of Issue	T	06.12.2024
2	Bid Due Date and Time	T + 30	06.01.2025
3	Opening of Technical Bid	T + 31	07.01.2025
4	Opening of Financial Bid	T + 32	08.01.2025
5	Date for commencement of deployment of required manpower		15.01.2025

Bidders are required to submit the Technical and Financial Bids separately. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover super-scribed "**Bid for Outsource Personnel**" must reach the undersigned on or before **06.01.2025** by **Speed Post/ Registered Post/ Courier** only.

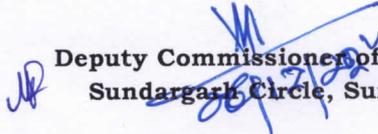
The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement may be obtained from o/o **the CT & GST Sundargarh Circle Head, Sundargarh** on payment of non-refundable amount of Rs 500/- in form of **Demand Draft** in favour of "**The CT & GST Sundargarh Circle Head, Sundargarh**", drawn in any scheduled commercial bank and payable at **Sundargarh** on any working day with in **06.01.2025** between 10.00 AM to 5.30PM. For detailed information please visit Sundargarh District Website (<https://sundargarh.odisha.gov.in>)

The Authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

Complete address for submission of bid

The CT & GST Sundargarh Circle, Sundargarh

In front of Saraswati Sisu Vidya Mandir, Dengibhadi, Sundargarh, 770001


Deputy Commissioner of CT & GST
Sundargarh Circle, Sundargarh

Memo No: 5315 (5)

Date: 06/12/2024

Copy to the Addl. Commissioner of CT & GST, Territorial Range, Sundargarh, At-Rourkela / CT & GST Circle Head, Rourkela I Circle / CT & GST Circle Head, Rourkela II Circle, Panposh / CT & GST Circle Head, Sundargarh Circle / CT & GST Unit Head, Enforcement Unit, Rourkela for information with a request to display this tender call notice in their office notice board for wide publicity.

 ~~Deputy Commissioner of CT & GST
Sundargarh Circle, Sundargarh~~ 06/12/2024

Memo No: 5316

Date: 06/12/2024

Copy to the District e-Governance Manager (DeGM), Sundargarh with a request to upload this "tender call notice" in the Sundargarh District website (<https://sundargarh.odisha.gov.in>) by 09.12.2024 for wide publicity and timely response by the intending Manpower Service Providers.

 ~~Deputy Commissioner of CT & GST
Sundargarh Circle, Sundargarh~~ 06/12/2024

BIDDING DOCUMENT

“TENDER FOR OUTSOURCING OF SERVICES”

CT & GST SUNDARGARH CIRCLE, SUNDARGARH

(Under CT & GST Territorial Range, Sundargarh, (At-Rourkela),
Finance Department, Govt. of Odisha 770001

SECTION-I

INSTRUCTION TO BIDDERS

A. GENERAL INFORMATION:

1. The Deputy Commissioner of CT & GST, Sundargarh Circle, Sundargarh requires the service of reputed, well established, financially sound and registered Service Providers to provide **Office Support Services** by deploying **two (02)** nos. of unskilled and disciplined man power at o/o The CT & GST Sundargarh Circle, Sundargarh as per the requirement.

2. The period of contract for providing the aforesaid service will be ideally one (01) year from the date of effect of the contract. ***The contract may be extended for a period, not exceeding the original duration of the contract on mutual consent depending upon the performance of the Service Provider and at the discretion of the authority.*** The Authority reserves the right to terminate the contract at any time after giving 30 days notice to the Service Provider.

3. The interested bidders may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

ELIGIBILITY CRITERIA:

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
1	The bidder must have experience of at least five years in business (up to the last date of submission of bid) for providing similar type of services to Central/State Government/ Autonomous Bodies / Agencies / Societies / Corporate Bodies.	Copies of the work order from the previous authorities.
2	The Registered Office / Branch Office of the Service Provider must be located within the jurisdictional area of Odisha .	Valid address proof of the office (Copy of the Telephone Bill / Electricity Bill / Rent Agreement / Municipality Holding Tax Receipt etc.)
3	Must have its own Bank account in any scheduled bank situated in Odisha.	Copies of the pass book and transaction statement for the last six months.
4	The Agency should not have been blacklisted	An undertaking to this effect

Sl. No.	Eligibility Criteria	Supporting documents to be furnished along with the Technical Bid
	by Any Central / State Government, or any other Public Sector Undertaking or a Corporation as on the date of this RFP	to be furnished by the bidder as per the prescribed format [Form - T2] (On STAMP PAPER)
5	Must not have any pending judicial proceedings for any criminal offence against the proprietor /Director/Persons to be deployed by the Service Provider	An undertaking to this effect to be furnished by the bidder as per the prescribed format. [Form - T3]
6	The Agency must have valid registration under the GST Act with updated return filing	Registration certificate under the GST Act and the copy of return in Form GSTR-3B of the last month.
7	The agency must have valid EPF Registration Certificate and regular filling of returns.	Copy of EPF Registration Certificate and EPF Electronic challan cum return (ECR) of last one year.
8	The agency must have a valid ESI Registration Certificate and it must be depositing the monthly contribution regularly.	Copy of ESI Registration Certificate and monthly contribution detail of last one year. The employer code and IP numbers should be clearly legible.
9	The agency must be registered under the labour laws/Act	Labour licence from competent Authority.
10	Other Statutory Documents:	Copies of : <ul style="list-style-type: none"> • PAN • Copies of INCOME TAX RETURNS for last 3 Assessment Years • Certificate of Incorporation (if applicable)

B. SUBMISSION OF BID :

The proposal complete in all respect as specified must be accompanied with a non-refundable amount of Rs 500.00 towards **Bid Processing** in form of **Demand Draft** in favour of “ **The CT & GST Sundargarh Circle Head, Sundargarh** ”, drawn in any scheduled commercial bank and payable at **Sundargarh** failing which the bid will be out rightly rejected. **The bid must be sent through Speed Post/Registered Post/ Courier so as to reach the Authority by dt 06.01.2025 before 5.30 PM.**

The Authority will not be responsible for any postal delay. Bids without bid processing fee and also submitted after due date will be summarily rejected.

The bid is invited under two bid systems i.e **Technical Bid** and **Financial Bid**. The bidders are advised to submit two separate envelopes super scribing “**Technical Bid**” and “**Financial Bid**”. Both sealed envelopes must be kept in a third sealed envelope super scribing “**Bid Document for providing outsourced personnel**”. **The bidder must write his name and address on all the three envelopes.**

Selected bidder will have to deposit a Performance Security of **Rs 25,000/-** (Rupees Twenty Five Thousand Only) in the form of Bank Guarantee from any Scheduled Bank situated within Odisha in favour of “**The Deputy Commissioner of CT & GST, Sundargarh Circle, Sundargarh**” as per the prescribed format provided in the tender document at **Section - VIII** for a period of three months beyond the contract period. (i.e. Performance Bank Guarantee must be valid from the date of effect of the contract to a period of three months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance Bank Guarantee. **The Performance Bank Guarantee shall be released immediately after three months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder.** No interest shall be paid on the Performance Bank Guarantee. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

C. LIST OF DOCUMENTS FOR SUBMISSION;

Bidders are required to furnish the following documents along with the Technical Bid :

- a) Demand Draft in support of Bid Processing Fee as applicable
- b) Copy of Certificate of Incorporation of the Firm / Agency
- c) Copy of Registration Certificate under the GST Act
- d) Copy of PAN
- e) Copies of IT returns for the last three Assessment Years
- f) Copies of EPF & ESI Registration Number
- g) Copy of Bank Account details
- h) Copies of the Income/Expenditure Statements along with Balance Sheet for the last 3 financial years.
- i) Copies of work orders from the previous organizations for providing services during last 5years.
- j) Undertaking regarding non-blacklisting (On STAMP PAPER)
- k) Undertaking regarding non-pending of any judicial proceedings (On Bidder's Letter Head)
- l) Copy of Labour Licence obtained from Competent Authority.
- m) Copy of GST return for Q.E.- September-2024 / M.E.-October-2024.

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out-rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the Bidder or his/her authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the bidder or authorized signatory should be attached.

The Technical Bid will be opened on **07.01.2025 at 11.30 AM** in presence of the bidders or their authorised representatives who wish to be present on the spot at that time. Financial Bid of the technically qualified bidders shall be opened on **08.01.2025 at 11.30 AM** in presence of the bidders or the authorized representatives.

The Bid shall be valid for a period of **90 days** from the date of opening of the bid and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidders shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the Authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfilment of the terms and conditions of the bid documents. **In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at price quoted by L-1 bidder. Further if two or more bidders quote the same lowest price then the bidder having the highest average annual turnover of the last three years shall be awarded the contract. However, the decision of the Authority shall be final during the overall selection process.**

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The Service Provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel. The service provider shall pay all kinds of dues payable in respect of manpower deployed / provided under the contract in advance to the outsourced personnel and reimburse the same from the Authority.

The Authority reserves the right to reject any or all bids and terminate the entire tender process without assigning any reason thereof.

All efforts should be made by the service providers, to adhere to the recent guidelines/circulars/office memorandums issued by Finance Department, Government of Odisha with respect to service charge in outsourcing of services, while submitting technical and financial bids.

SECTION-II

SCOPE OF THE WORK

A. Watchman-cum-Sweeper for office (01 number) and Office Peon (01 number)

1. **The Deputy Commissioner of CT & GST, Sundargarh Circle, Sundargarh** invites sealed bids from the eligible bidders to provide **Watchman-cum-Sweeper for office (01 number) and Office Peon (01 number) at this office.**
2. The Manpower Service Provider should be managed by trained support staffs to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the Service Provider and must have the required qualifications, experience & relevant knowledge to perform office support services.
3. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined responsibilities assigned by the Authority from time to time. The Authority reserves the right to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to the notice of the Authority that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider will have to terminate the service of such personnel immediately.
4. The Manpower Service Provider should have an empanelled list of trained **Peon and watchman-cum Sweeper** so that un-interrupted and continued services can be provided during the period of contract. The Service Provider should be able to provide additional man power support whenever required by the Authority under the same terms and conditions. The Service Provider should be able to provide a substitute in case of absence of any of the deployed manpower and also be able to replace anyone amongst the deployed personnel found and reported to be irregular, indiscipline and incompetent and not committed to duty.
5. 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 **Deputy Commissioner of CT & GST, Sundargarh Circle, Sundargarh.**
6. The manpower deployed by the Service Provider shall be required to report for work at 10.00 AM and leave office at 5.30 P.M (for Office Peons only) and may also be required to work beyond 5.30 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.

7. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.
8. The Service Provider shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
9. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.
10. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration/daily wages as mentioned in the financial bid.
11. 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.
12. 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.
13. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The Service Provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The Service Provider should credit the monthly salary of its employees in their respective Bank Account.
14. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired

through them. Any outsourced personnel deputed can be removed any time by giving notice to the Service Provider and the Service Provider will have to provide suitable replacement acceptable to Authority within 3 working days.

15. It is also to note that the WCS Personnel will be paid wages for 30 days and all other categories of outsourced personnel will be paid wages for 24 days (i.e. excluding Sundays, 2nd Saturday and 4th Saturday).

(Prescribed Qualification & Experience of the Manpower)

Sl. No.	Manpower	Age Limit	Qualification	Work Experience
1	(All the two categories)	<ul style="list-style-type: none">Above 21 years	<ul style="list-style-type: none">Should have passed Class-VIII	<ul style="list-style-type: none">Should have 3 (three) years of working experience in Government / Corporate Office

SECTION - III

GENERAL TERMS AND CONDITIONS

1. The agreement shall commence from **15.01.2025** and shall continue till **14.01.2026** 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 **14.01.2026** 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 / deletion / 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 sub-contract rights and liability under this agreement to any other agency or organisation by whatever may 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 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 30 (Thirty) days notice to the Manpower Service Provider.
7. For all intents and purposes, the Service Provider shall be the “**Employer**” within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Authority under this agreement. The Service Provider shall make them known about their position in writing before deployment under the required service.
8. The Service Provider must employ adult labour only. Employment of CHILD LABOUR will lead to the termination of the contract. Persons to be deployed by the Service Provider should be above **21 years of age** and physically sound to perform the duties.
9. The Service Provider will be overall responsible for the manpower deployed for performing the service. The Authority shall not be responsible for any financial loss

or any injury to any person deployed by the Service Provider in the course of their performing the functions/ duties or for payment towards any compensation.

10. The Service Provider shall exercise adequate supervision to ensure performance of manpower deployed to provide the services in accordance with the requirements. The Service Provider shall depute one full time supervisor in concerned office of the authority, for overall management of the services to be rendered at the site.
11. The Service Provider shall be solely responsible for compliance to the provisions of various Labour and Industrial Laws, such as, wages, allowances, compensation, EPF & ESI, Bonus and Gratuity etc. relating to manpower to be deployed by it at the Authority's location.
12. The Service Provider shall maintain complete official records of disbursement of wages showing details of all supporting documents such as ESI, EPF etc. in respect of manpower deployed for the purpose and shall submit the copy of the deposit receipt of EPF, ESI and the copy of the bank statement in support of disbursement of monthly wages to the individual bank account of the deployed personnel while presenting the wage bill for the succeeding month.
13. The Service Provider shall maintain personal file in respect of all the personnels who are deployed in office of the authority. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, Mobile Phone Number, EPF/ESIC Details etc.
14. The manpower to be deployed by the Service Provider should not have any adverse Police Records/Criminal Cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this respect must be provided by the Manpower Service Provider prior to signing of the agreement.
15. The Service Provider will also ensure that the manpower deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such manpower, who are not found suitable by this office for any reasons immediately on receipt of such a request.
16. The Service Provider shall ensure that the manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the Authority.
17. The Authority shall not be liable for any compensation in case of any fatal injury/death caused to any personnel while performing/discharging their duties or otherwise.
18. In case of any loss, theft or damage to the office property due to lapse on the part of the personnel discharging duties, the same shall be borne by the Service Provider.

The Authority shall have the right to deduct appropriate amount from the bill of Service Provider. In case of frequent lapses on the part of the personnel deployed by the service provider, Authority shall be within his right to terminate the contract or take any other action without assigning any reason whatsoever.

19. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service Provider is liable to provide the suitable replacement within 3 working days.
20. In case of delay in providing required replacement, the amount of penalty calculated **at the rate of 1%** of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
21. There would be **no increase in rates payable** to the Service Provider during the contract period. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records. **The employers' contribution towards EPF and ESI for the personnel outsourced through service providers will be reimbursed over and above the amount of wages to satisfactory proof of such contribution.**
22. The Service Provider shall raise the bill in **triplicate** along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority in the **first week of the succeeding month**. The payment will be released by the second week of the succeeding month.
23. The entire financial liability in respect of manpower services deployed in the Office of the authority or of concerned shall be that of the Manpower Service Provider and the Office of the authority or of 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 and adduce such evidence as may be required by the office.
24. The Manpower Service Provider shall be solely responsible for the redressal of grievances resolution of disputes relating to personnnels deployed. The Office shall, in no way, 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 put their grievance before the JOINT COMMITTEE consisting of a representative of the Office and an authorised representative of the Manpower Service Provider.
25. 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.

26. 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 regular or other capacity.
27. The person deployed shall not claim any benefit or compensation or absorption or regularisation of deployment with office under the provision of rules and acts. Undertaking from the personnel deployed to this effect shall be required to be submitted by the Manpower Service Provider.
28. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authority, Employees State Insurance Corporation, GST Authority etc. and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining licence under Contract Labour (Regulations & abolition) Act, 1970 if any, at his own part and cost, if required under the act.
29. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the department or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline, breach of confidentiality on the part of the personnel deployed.
30. The personnel 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.
31. 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 person deployed by it in the department or office concerned. The Office should have no liability in this regard.
32. The Manpower Service Provider shall also be liable for depositing all taxes, cess etc. on account of service rendered by it to the Office or office concerned to the concerned collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the office concerned.
33. 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 office concerned or any other authority under law.

34. The Service Provider will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
35. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of the Authority.
36. In the event of failure of Service Provider to provide services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 01(One) month prior notice to the Service Provider.
37. The Service Provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity detrimental to the interest of the Authority.
38. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.
39. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment or less payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.
40. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
41. In the event of any dispute arising in respect of clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next authority or controlling officer for his decision and the same shall be binding on all parties.
42. All disputes shall be under the jurisdiction of the court at Sundargarh, Dist-Sundargarh.
