



बिरला इंस्टीट्यूट ऑफ टेक्नॉलॉजी BIRLA INSTITUTE OF TECHNOLOGY

(fo. vuq. vk. vf/kfu;e~ ङ्क dh /kkjk ३ ds rgr ekfur fo'ofon~;ky;A A Deemed to be University u/s 3 of UGC Act, 1956)

eslj]nso/kj ifjlj- ८१४१४२ (Hkkjr) AA Mesra, Off – Campus Deoghar – 814142 (INDIA)

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Tender No.: BITDC/PUR/Tender /2025-26/01

Dated 02.02.2026

TENDER DOCUMENT FOR SUPPLY OF MANPOWER (SKILLED AND UNSKILLED CATEGORY)

Tender Call Notice

Birla Institute of Technology, Mesra, Off Campus Deoghar , Village - Ratanpur, PO - Jasidih, Dist – Deoghar, Jharkhand (hereinafter referred to as the “Institute”, an extension centre/ off campus of BIT Mesra Ranchi - a Deemed to be University under section 3 of UGC Act, 1956) invites sealed Tender for award of contract for Supply of Manpower for Skilled and Unskilled category of workers on outsourcing basis for a period of three years with effect from the date of award of the contract. The Sealed Tender are invited under two bid systems (Part- I: Technical Bid and Part –II: Price Bid) from eligible person/agencies holding valid licenses under Contract Labour (Regulation & Abolition) Act, 1970 and having valid registration with EPFO, ESIC, and GST for Manpower Contract for deployment of Manpower to BIT Mesra Off Campus Deoghar. The detailed information are given in the Bid Document, which may be downloaded from our website www.bitmesra.ac.in/deoghar. **The cost of the bid documents of Rs.1000.00 and an EMD of Rs.20,000.00 (Rupees twenty thousand only) should be submitted in form of Demand Draft drawn in any Nationalised Bank in favour of Birla Institute of Technology payable at Deoghar along with the technical bid.** The last date, time and place for submission of Bid documents is on dated 20.03.2026 upto 5.00 PM in the office of ‘**Director, BIT Mesra Off Campus Deoghar, Jasidih, Deoghar - 814142.**

The authority reserves the right to accept / reject any or all tenders without assigning any reason thereof.

(Director)

BIDDER'S COVERING LETTER

To,
Director
Birla Institute of Technology Mesra
Off Campus Deoghar
Jasidih, Deoghar – 814142

Dear Sir,

Ref: Tender no: _____

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this. We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract. We agree to abide by this bid from the date of bid opening and it shall remain binding upon us at any time before the expiry of the contract period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this Day of (the month and year)

Signature of Authorised Signatory

In the capacity of

Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs.1000/-

Crossed D.D. No. dated

Drawn on bank:

BID DOCUMENTS FOR OUTSOURCING OF MANPOWER SERVICES

BIT Mesra Off Campus Deoghar invites sealed tender under two bid systems i.e. Technical and Financial Bid for outsourcing services of manpower Skilled and Unskilled Category of Daily Wages Workers for a period of three years.

Tender Schedule

Sl. No.	Activity	Date
1	Last Date and time of Tender: Document Submission	Dt. 16.02.2026 upto 5.00 PM
2	Opening of Tender(Technical: Bids)	Dt. 17.02..2026 at 9.30 AM in the Office of Director
3.	Opening of Financial Bids of: eligible Bidders	Will be intimated to technically qualified bidders after evaluation of technical bid.

Note: Late bid shall be out rightly rejected.

CONTENTS OF BID DOCUMENT

Sl.No	Description of contents
A.	Scope of work and general instructions for service bidders
B.	Technical specifications for the service provider and the manpower to be Deployed.
C.	Tender Application – Technical bid
D.	Tender Application – Financial bid
E.	Terms and Conditions
F.	Chronological order for arrangement of documents

A. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

Scope of the work.

1. The Manpower Service Provider shall provide manpower of Skilled and Unskilled Categories of Daily Wages Workers by deploying adequately trained, experienced and well disciplined personnel in the relevant field on outsourcing basis.
2. The Workers shall be deployed in academic blocks, laboratory building, administrative office, library, Workshops, Dispensary, Staff Quarters, Maintenance Offices in the Institute premises and different hostels (both boys & girls) to clean rooms, corridors and toilets of those building and other cleaning works on daily basis.
3. Skilled Workers shall be deployed to look after the maintenance work related to civil and electrical maintenance respectively in the college as well as hostel premises so as to ensure proper upkeep, and water and electricity supply round the clock. Unskilled workers shall be deployed in different sections/office/departments/library as and when be required for upkeep services.
4. The Service Provider shall ensure about the integrity, honesty and dedication of the personnel deployed to discharge their duties.
5. Any other services on need basis as and when informed by the authority concerned.

General Instructions

1. **Director, Birla Institute of Technology Mesra – Off Campus Deoghar** (herein after called “**Authority**”) requires the services of reputed, registered, well established and financially sound firms (herein after called “**Manpower Service Provider**”) having experience in providing Skilled and Unskilled manpower mainly for upkeeping services and general maintenance related work initially for a period of three year w. e. f. the date of effectiveness of the agreement on award of contract likely to commence from March, 2026.
2. The period of the contract may be further extended as per the requirement of BIT Deoghar depending on the performance of the service provider at that time or may be curtailed/ terminated before due date owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the requirements of BIT Deoghar. The authority of BIT Deoghar however, reserves right to terminate this initial contract at any time after giving 30 days notice to the selected Service Provider.
3. The tentative requirements at present are as follows :
 - (a) Skilled Male – 11
 - (b) Skilled Female – 1
 - (c) Unskilled Male – 25
 - (d) Unskilled Female - 5
4. The bids are invited under two bid system i.e **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing “**Technical Bid for Providing Manpower Services** ” and “**Financial Bid for Providing Manpower Services**”. Both the sealed envelopes should be kept in a third sealed envelope superscribing “**Bids for providing Manpower Services**” addressed to the **Director, Birla Institute of Technology Mesra – Off Campus Deoghar, Jasidih, Deoghar – 814142 (Jharkhand)**.
5. **The cost of the bid documents of Rs.1000.00 and an EMD of Rs.20,000.00 (Rupees twenty thousand only)** should be submitted in form of Demand Draft drawn in any **Nationalised Bank in favour of Birla Institute of Technology payable at Deoghar along with the technical bid**. Bids not accompanied with cost of bid documents and earnest money of the requisite amount or without proper validity will be summarily rejected.

6. The 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 rejected and will not be considered under any circumstances.**
 - a) Certificate of Registration of firms or Partnership.
 - b) Proof of office address (telephone bill, electricity bill etc.)
 - c) Labour license.
 - d) Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of a/c). The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.
 - e) PAN Card.
 - f) GST Registration Number.
 - g) Provident Fund Registration Number.
 - h) ESI Registration Number.
 - i) Professional Tax Registration Number.
 - j) Annual Turnover Certificate of last 3 (three) years duly certified by the Chartered Accountants.
 - k) IT Return and Audited Balance Sheet of the last 3 years.
 - l) Non-relation certificate with the employees of BIT Deoghar.
 - m) Not blacklisted certificate as mentioned earlier in the form of affidavit.
 - n) An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Agency/Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract.
 - o) Photocopy of salary slips of existing employees of the firm posted with other clients showing full details of earnings and deductions.
 - p) List of all existing clients.
 - q) Satisfactory performance certificate of the current period from all existing clients as per list in sl. No. q) above.
7. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
8. 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 initiated by the person authorized to sign the tender bids.
9. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in presence of the Tenderer/his representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person for each bidder shall be allowed to be present at the time of opening the tender subject to submission of authorisation letter in the format given in bid document.
10. The Financial Bid of those tenderers will be opened whose Technical bids are found to be in order and qualified. The Financial bids shall be opened in presence of the Tenderee/their authorised representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The date and time of opening of financial bids will be intimated to them only after evaluation of technical bid. The lowest bidder(L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection, for any reason then the second lowest (L2) bidder would be considered by the Tender Committee.
11. The authority reserves the right to reject any or all tenders without assigning any reason thereof.

B. GENERAL ELIGIBILITY and TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER.

Only those bidders who fulfill the following eligibility criteria may submit their bids:-

- (1) The manpower agency may be a Proprietary firm/ Partnership firm/ Limited Company/Corporate body legally constituted. They should be registered with relevant Government agency and should have obtained necessary permission to carry on manpower outsourcing services. A copy of relevant certificate should be enclosed.
- (2) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Institute (Deoghar).
- (3) The Service Provider should have at least **Ten Years of** experience in providing Manpower services to Government Departments/ Public Sector Companies/ Government Undertaking/Public-Private Higher Technical Institution/Research Organisations etc. to be supported by relevant valid documents. The manpower agency should enclose documentary evidence in support of providing satisfactory service from all existing clients of current period.
- (4) The manpower agency should not have any relation with the Employees and near relation of the employees of BIT Deoghar. A non-relation certificate in support to be enclosed.
- (5) The bidder organization should be a profit making one in the preceding two financial years.They should have their own Bank Account;
- (6) There should be no case (either criminal or litigation) pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the manpower agency should not have been blacklisted by any government organization or agency thereof of has not indulged in any malpractice. Documentary evidence in the form of an affidavit to be submitted.
- (7) The bidders are required to submit the photocopy of the following documents (duly attested by the Gazetted officer) along with the Technical bid :-
 - a) Certificate of Registration of firms or Partnership.
 - b) Proof of office address (telephone bill, electricity bill etc.)
 - c) Labour license.
 - d) Details of Bank Account of the firm (Name of Bank, Name of branch, Account No., Type of a/c). The bank accounts should be at least 2 (two) years old. A cancelled cheque of the account of the firm to be enclosed.
 - e) PAN Card.
 - f) GST Registration Number.
 - g) Provident Fund Registration Number.
 - h) ESI Registration Number.
 - i) Professional Tax Registration Number.
 - j) Annual Turnover Certificate of last 3 (three) years duly certified by the Chartered Accountants.
 - k) IT Return and Audited Balance Sheet of the last 3 years.
 - l) Non-relation certificate with the employees of BIT Deoghar.
 - m) Not blacklisted certificate as mentioned earlier in the form of affidavit.
 - n) An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Agency/Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract.
 - o) Photocopy of salary slips of existing employees of the firm posted with other clients showing full details of earnings and deductions.
 - p) List of all existing clients.
 - q) Satisfactory performance certificate of the current period from all existing clients as per list in sl. No. q) above.
- (8) The bidder should number each page and sign in each page of the tender documents along with the Official Seal/Stamp.

N.B: All the above mentioned documents are to be enclosed in the Technical bid.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER.

Sl. No.	Category of Manpower to be deployed	Minimum Qualification	Minimum Experience.
1	Unskilled	Should be able to read and write.	10 years
2	Skilled	10 th Pass or relevant skill certificate	10 years

Note: Sweepers having more than 10 years of experience will be exempted for min. qualification

Besides the above, He/she should have Character certificates from two Gazetted Officers of the State Government/Central Government. His/Her antecedents should have been got verified by the agency from the local police authorities.

C) APPLICATION FOR TECHNICAL BID
(For Providing Manpower Services to BIT Mesra Off Campus Deoghar)

1. Name of Manpower Service Provider : _____
2. Details of Cost of Bid Documents : DD No. _____ date _____
of Rs. _____ drawn on Bank _____
3. Details of Earnest Money Deposit : DD No. _____ date _____
of Rs. _____ drawn on Bank _____
4. Name of Proprietor / Partner/ Director: _____
5. Full Address of Registered : _____
Office _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____
6. Full address of Operating/ Branch Office (if any) : _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____
7. Name & Telephone no. of :
Authorized Officer/Person
for liaisoning.
8. Banker of the Service Provider :
(Attach certified copy of statement of
A/c for the last Three years)
Telephone Number of Banker :
9. Photocopies of mandatory documents attached : -

SL	DOCUMENTS NEED TO BE SUBMITTED	WHETHER SUBMITTED (WRITE YES/NO)	REF. PAGE NUMBER
a)	Certificate of Registration of firms or Partnership.		
b)	Proof of office address (telephone bill, electricity bill etc.)		
c)	Trade license		
d)	Labour license.		
e)	PAN Card		
f)	Service Tax Registration Number.		
g)	Provident Fund Registration Number.		
h)	ESI Registration Number.		
i)	Professional Tax Registration Number		
j)	Annual Turnover Certificate of last 3 (three) F.Y duly certified by the Chartered Accountants		
k)	IT Return and Audited Balance Sheet of the last 3 years.		
l)	Existence of Manpower agency for not less than 3 (three) years in the field.		
m)	Non-relation certificate with the employees of BIT Deoghar.		
n)	Not blacklisted certificate as mentioned earlier in the form of affidavit.		
o)	An Undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender above which should be clearly mentioned that the Agency/Services Provider will be fully liable for all Statutory Obligation to the Principal Employer for all obligation during and after the period of Contract.		
p)	Present database to meet the requirement of manpower.		
q)	Photocopy of salary slips of existing employees of the firm posted with other clients showing full details of earnings and deductions.		

r)	List of all existing clients.		
s)	Documentary evidence in support of providing satisfactory service from all existing clients of current period.		

10. Give details of the minimum three similar contracts handled by the tendering Service Provider during the last three consecutive years in the following format.

Sr. No.	Name of the client, address, telephone & Fax no.	Type of manpower provided	Nos. of manpower provided	Duration contract		Amount of contract (Rs. Lacs)
				From	To	

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

Signature of authorized person
Name:
Seal:

Date:

Place:

DECLARATION

- I, _____ Son / Daughter / Wife of Shri _____ 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
Name:
Seal:

Date:
Place:

**D) APPLICATION FOR FINANCIAL BID
(For Providing Manpower Services to BIT Mesra Off Campus Deoghar)**

1. Name of Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc: for each category of manpower will be submitted in the prescribed format given below.

Sl. No.	Man-power Type	Rate of wages per person per month (exclusive of EPF, ESI and other statutory dues, if any)	EPF contribution on wages per person per month		ESI contribution on wages per person per month		**Other statutory dues/obligations if any, on wages per person per month	Service Charges of the Service provider per person per month	Service Tax on wages per person per month	Total Chargeable amount per person per month	Total Home take wages per person per month
			Employee share	Employer share	Employee share	Employer share					
1	2	3	4	5	6	7	8	9	10	11	12
1	Skilled										
2	Unskilled										

Signature of authorized person
Name:
Seal:

Date:
Place:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

E) TERMS & CONDITIONS

General

1. The Agreement shall commence from date of award of contract and shall continue for a period of three year, 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 three year from the date of effectiveness of agreement, 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 Service Provider and the Authority.
4. The 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 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 15 days notice to the Manpower Service Provider.
7. (a) The persons deployed shall be required to work as per scheduled time to be assigned to him by the officer concerned under whom he/she will work and may also be required to work beyond the scheduled time period, if be required for which he/she 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. He/she may also work on shift basis which will be determined by the officer concerned under whom he/she will be deployed.

(b) The selected tenderer shall submit the list of the name of the persons to be deployed, their identity proof, qualification, EPF and ESI account nos. before their deployment at BIT Deoghar. The Police Clearance Certificate that no criminal record has been registered against them will also be produced by the tenderer. After approval of the suitability of these personnel by the authority of BIT Deoghar they will be deployed.
8. The Service Provider shall nominate a coordinator/supervisor who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of services deployed in BIT Deoghar shall be that of the Service Provider and BIT Deoghar 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 wages quoted in the financial bid and adduce such evidence as may be required by the Authority.
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 the Authority, BIT Deoghar.
11. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority BIT Deoghar shall, in no way, be responsible for settlement of such issues whatsoever.
12. BIT Deoghar 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. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to claim for any absorption in regular or other capacity in BIT Deoghar.
14. The person deployed shall not be entitled to claim any benefit or compensation or absorption or regularization of deployment in the establishment of BIT Deoghar 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.
15. The Service Provider must be registered with the concerned Govt. 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 if any, at his own part and cost.
16. The 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 responsibility of the Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
17. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them. The persons deployed should be polite, cordial and efficient while performing the assigned work and their actions should promote good will and enhance the image of the Institute. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed. The personnel to be deployed should maintain discipline and behave properly inside the Institute Campus. During course of working, if the behaviour of any person is not found satisfactory or there is indiscipline by any person, the selected tenderer will immediately withdraw them and substitute will be replaced. Consumption of alcohol or any toxic materials are strictly provided inside the campus.
18. Each person to be deployed will wear and display the **photo identity card issued on the outer most garment above waist level in a conspicuous manner to be signed by the Authority and the Service Provider.**
20. In case of any theft or pilferages, loss or other offences, the Service Provider will investigate and submit a report to the **Director** BIT Deoghar and maintain liaison with the police. FIR will be lodged by officials of BIT Deoghar, wherever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.
21. The personnel of the agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of BIT Deoghar.

Legal

22. The persons deployed shall be, during the course of their work by 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 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 BIT Deoghar. BIT Deoghar shall have no liability in this regard. The manpower agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications:-
 - I) The Payment of Wages Act 1936
 - II) The Employees Provident Fund Act, 1952
 - III) The Contract Labour (Regulation) Act, 1970
 - IV) The Payment of Bonus Act, 1965
 - V) The Payment of Gratuity Act, 1972
 - VI) The Employees State Insurance Act, 1948

VII) The Employment of Children Act, 1938
VIII) Minimum Wages Act, 1948

24. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to BIT Deoghar to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Authority.
25. The Service provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of BIT Deoghar or any other officer concerned or any other authority under Law.
26. 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 BIT Deoghar.
27. The Personnel deployed by the Service Provider at the designated places shall work under the direct supervision and control of the authority Director/Officer concerned of BIT Deoghar. However, for all intents and purposes, the Service Provider Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Office concerned.
28. 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. BIT Deoghar will have no liabilities 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.
29. The decision of The Director BIT Deoghar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
30. **PENALTY**
In case of deficiencies in providing quality service, the authority will have the right to impose penalty as per decision of the Committee which shall be deducted from the monthly bill.

FINANCIAL

31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer, if the agency fails to deploy the required manpower against the initial requirement within 30 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
32. The successful tenderer will have to deposit a **Performance Security Deposit of Rupees One Lakh** in the form of Demand Draft from any Nationalized Bank in favour of **Birla Institute of Technology payable at Deoghar** covering the period of contract within seven days from the date of signing of the agreement. 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 may be revised by the Authority taking into account the contractual obligation of the Service Provider.
33. In case of breach of any terms and conditions attached to the agreement, the above Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement. If any loss or damage is caused to BIT Deoghar by the persons deployed, the same shall be recovered from the unpaid bills of Service Provider or adjusted from the Performance Security Deposit.
34. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum wages rate prescribed by the Government to their respective account, and adduce such evidence to the Authority every month prior to payment towards remuneration of the personnel. Payment of remuneration of any kind other than the above procedure is not acceptable at any cost.
35. **On the basis of duly certified attendance sheets collected from the authority of BIT Deoghar the agency/service provider will first release monthly wages of their deployed persons and then raise the invoice in triplicate before the authority of BIT Deoghar for payment. While raising their**

invoice for payment the agency/service provider must attach a copy of the following documents along with invoice:-

a) Proof of release of payment details of deployed staff.

b) Duly certified attendance sheets collected from BIT Deoghar for that particular month.

c) Documentary evidence from EPF, ESI, P.Tax authorities regarding deposit of PF, ESI and P.Tax of the previous month against the name of deployed staff.

If the agency/service provider has not submitted the above mentioned documents or has submitted any false documents/ wrong information with the invoice the payment may get delayed/withheld. As far as possible the payment will normally be released within 7 (seven) days from the date of receipt of invoice after statutory deductions at source.

36. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Officer concerned. EPF, ESI, shall be payable on production of deposit Challans/Vouchers alongwith the Account Number / Regd. Number of the said manpowers.
37. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and BIT Deoghar shall not be **liable to bear any expense in this** regard. The Agency shall make payment of wages of a month to personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the BIT Deoghar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. In case, the Service Provider agency fails to comply with any liability under appropriate law, and as a result thereof, BIT Deoghar is put to any loss/obligation, monetary or otherwise, the Authority of BIT Deoghar 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.
38. Price Escalation: No request or claim for price escalation on any ground shall be entertained during tenure of the contract. However, enhancement of minimum rates of wages if not notified by the State Govt. during the contract period may be considered.
39. 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 Director, BIT Deoghar for his decision and the same shall be binding on all parties.
40. 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.
41. The successful bidder will enter into an agreement with BIT Deoghar for supply of suitable and qualified manpower as per requirement of BIT Deoghar on the above terms and conditions. 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.
42. Background of Contractor.

A. Schedule of Employees/staff

Annexure

Sl. No.	Grade/type of staff	No. of casual/ Contractual staff	Remarks

Date
Place

Signature of the Tenderer

B.Schedule of other assets/vehicles

Annexure

Sl.No.	Particulars	Nos.

Date
Place

Signature of the Tenderer

C. Schedule of Services provided in past

Sl.No.	Name & address of the organisation to which you provided services	Value of work	Duration

Date
Place

Signature of the Tenderer

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

1. List of Manpower shortlisted by agency for deployment in BIT Deoghar containing full details. i.e. name, date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons along with documents in support of qualifications, experiences, good police records and no criminal case pending against them..
3. Any other document considered relevant.