

BIT Sindri Student Welfare Society
P.O. SINDRI INSTITUTE
DHANBAD-828123. (JHARKHAND)

Dated :- 03.07.2024

Tender Notice-
BITSWS/1/2024-25/Manpower

बी0आई0टी0 सिन्दरी स्टूडेंट वेलफेयर सोसाईटी द्वारा वाहय स्रोत से छात्रावास परिसर में 20 (बीस) सफाई कर्मी के लिए निविदा प्रकाशित किया जाता है। निविदा की अंतिम तिथि 22.07.2024 के 04:00 बजे अपराहन तक है। विस्तृत जानकारी संस्थान की वेबसाईट **www.bitsindri.ac.in** से प्राप्त किया जा सकता है।

Prerna
21/7/24

President

BIT Sindri Student
welfare Society.



BIT Sindri Student Welfare Society
P.O. SINDRI INSTITUTE
DHANBAD-828123. (JHARKHAND)

TENDER NOTICE NO. BITSWS/1/2024-25/Manpower

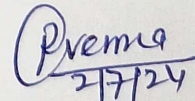
Sealed tenders are invited from the Cleaning/Sweeping Services provider agencies for the BIT Sindri Student Welfare Society. The specification will be available from the General Warden Office of the Institute.

The intending eligible tenderers may obtain the requisite tender documents on any working day from **04.07.2024 to 22.07.2024** between **10.00 AM to 4.30 PM** against payment of non-refundable amount of **Rs.1000/- (Rs. One thousand only)** in the form of Demand draft / Banker's cheque in favour of the "BIT Sindri Student Welfare Society" payable at Dhanbad on SBI/BOI/Canara Bank, Sindri. The tender document may be obtained from office of the General Warden, BIT Sindri. The requisite tender documents can also be downloaded from the BIT Sindri website but at the time of submitting it the above non refundable Demand Draft of Rs. 1000/- must be submitted along with the filled documents. This DD for tender fee must not be combined with EMD. The quotations will have to be submitted by the Bidders in duplicate. The details of the EMD and other terms and conditions will be made available with the respective tender document.

Quotation must be submitted in two parts- Technical bid and Price bid. Price bid will be valid only when the technical bid is acceptable. Technical bid and Price bid will be sealed in two different envelopes. These two envelopes will be put in a bigger envelope & sealed. Tender no. must be inscribed on all the three envelopes.

The term and condition are available in the Institute website www.bitsindri.ac.in

The last day of submission of quotation is **22.07.2024 till 04.00 PM**. The tenderers must enclose copy of registration certificate of I.T. / G.S.T. in the field of Cleaning/Sweeping services along with respective clearance certificates. The undersigned reserves the right to accept or reject any or all the tenders in whole or part without assigning any reason whatsoever. The conditional tender will be ignored summarily. The purchaser reserves the right to decrease or increase the quantity of the items.


27/7/24
President

**BIT Sindri Student welfare
Society.**



Scope of Work

B.I.T. Sindri, Student Welfare Society, Dhanbad would outsource the Cleaning / Sweeping services pertaining to the Hostel on minimum daily wages basis. No extra payment will be made by the Institute for it. In brief, the work includes (broadly described under terms and conditions of the tender document along with other criteria to be fulfilled):

i) Arranging Cleaning / Sweeping personnel

ii) Ensuring Cleaning and Sweeping services of rooms, corridors, roof etc. & outside around the Hostel.

A) Estimated manpower Requirement (Tentative)

Sweeper Cleaning / Housekeeping – 20

NOTE:

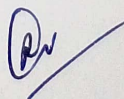
- Estimated Manpower requirement is subject to changes, if necessary, at the discretion of the BIT Sindri Student welfare Society. The distribution of work force is also subject to change as required, at the discretion of the concerned officer of the society.
- The payment will be based on contemporary minimum wages as notified by the Govt. of Jharkhand time to time
- All the deployed personnel must be Physically Fit for performing duty at B.I.T. Sindri, must possess good moral character.

In this regard, the contractor must seek all credentials of the applicants, including their (i) Medical Fitness Certificates, issued by the competent authority, (ii) Character Certificates issued by the employer (of organization where worked in the past one year), and verify the credentials before recruiting any of them at B.I.T. Sindri. Details of Documents be submitted before deployment of all their men (including reserve men). Student welfare Society will have the right to verify all personnel before their deployment. One copy of the said document may be submitted to the local Police Station.

- The contractor should supply RF-id based photo identity card and uniform having name plates to the deployed personnel during duty.
- They should carry proper job card (issued to them) during their duty period.
- Contractor must take four times biometric attendance of the personnel everyday. (Mandatory)

B) SHIFT DUTY HOURS

- i) General Shift :
- 08:00 AM to 12:00 Noon
- 16:00 PM to 20:00 PM



ii) It is not necessary that the hired manpower will be engaged in General shift only. As per the requirement of the hostel and nature of the work, duty hours will be decided by the Hostel Superintendent and the firm will have to follow it strictly.

C) The magnitude of the work may vary as per requirement of the Society and will be intimated in due course of time. The President, Student welfare Society BIT Sindri reserves the right to award the job in part or whole, to one or more bidders.

D) **The contract shall be awarded initially for a period of 03 years. However the first three months will be treated as a trial period. On Satisfactory performance in trial period of first-3 month the contract will be firmed up for one year. If the performance is found satisfactory in First year the contract will be renewed for next two years. Incase performance is unsatisfactory in the first three months of trial period it will be terminated without any notice.**

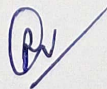
The society reserves the right to accept or reject any or all the tenders on non-responsive ground, some element lacking in eligibility criteria or noncompliance to bid condition.



Specification

Sweeping cum cleaning manpower

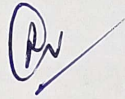
- **Skill category**
Safai Karmchari - unskilled
- **Type of function**
Safai Karmchari Others
- **List of profiles**
Safai Karmchari - Sweeper
- **Education qualification**
Safai Karmchari - Not Required
- **Specialization**
Safai Karmchari - not required
- **Post gradation**
- not required
- **Specialization for P.G.**
- NA
- **Experience**
- 1 to 7 years
- **Additional certification/training**
Required for resources being haired
Safai Karmchari - No
- **Service provider registered state**
- Jharkhand
- **No. of working days in a month**
- 26
- **Tenure/duration of outsource (in month)**
- 36
- **Minimum daily wages (inclusive of GST)**
Safai Karmchari - Rs. 422.79
- **Provident fund (INR per day)**
Safai Karmchari - Rs. 54.96
- **ESI (INR per day)**
Safai Karmchari - Rs. 13.74
- **Bonus**
- NIL
- **EPF admin charges**
- 0.00
- **Optional allowance**
- NIL



Details

Bid estimated value – Rs. 95,50,000.00	(Approx.)
Safai Karmchari	- Rs. 95,50,000.00
Total	Rs. 95,50,000.00 (Rs. Ninety Five Lakh fifty Thousand Only)

- Maximum contract duration – 3years
- Set minimum price for this bid – No
- Average annual turnover –1,00,00,000.00 (Rs. One Crore only)
- Years of past experience – 5years
- Want to give exemption to MSE – No
- Want to give exemption to startup – No
- Bidder should have executed at least 03 N0. Of projects with contract value not less than 50 Lakhs for each contract of providing manpower service to central/state Govt./PSU/Autonomous bodies in last 05 financial years.
- Bidder should have executed at least 01 N0. Of projects with minimum supply of 20 number of manpower in each contract of providing manpower service to central/state/Govt./PSU/Autonomous bodies in last financial years.



TERMS AND CONDITIONS:

1. Properly sealed tenders should be submitted in the Office of the undersigned in registered post/ Speed post or by hand on or before **22.07.2024**. Tender received after due date and time, what so ever be the reason, will be rejected/not accepted.
2. On the envelope, Tender Notice No. and due date must be scribed /mentioned.
3. Photo copy of updated GST/IT clearance and registration certificate in the field of supply must be submitted with the quotation, failing which the quotation will b liable to be rejected or will be rejected.
4. Quotation must be submitted in two parts- Technical bid and Price bid. Price bid will be valid only when the technical bid is acceptable. Technical bid and Price bid will be sealed in two different envelopes. These two envelopes will be put in a bigger envelope & sealed. Tender no. must be inscribed on all the three envelopes.
5. Price must be typed both in figures and words. Typing errors or cutting must be supported by due initial with date. Non-compliance or overwriting will lead to rejection of quotation.
6. **Tender will be opened on 23.07.2024 at 10 A.M.**
7. **Earnest money of Rs 1,90,000/-** (Rs One Lac Ninety Thousand only) is to be deposited in the form of demand draft drawn on **SBI / Bank of India/Canara Bank** at Sindri in favors of "**BIT Sindri Student Welfare Society** "along with the tender.
8. The D.D. of E.M.D must be attached with Technical bid and in no case it should be enclosed with Price bid A Technical bid without E.M.D. will be considered invalid. EMD should be in separate envelop.
9. Bidder must be a firm/proprietary/partnership/company registered under company act with an experience of minimum 5years in the field of facility services/housekeeping maintenance etc as on 31st march 2024.
10. Bidder should have office (both Corporate as well as Local office) at Jharkhand with documentary proof.
11. Bidder should have a valid labour license of Jharkhand.
12. **Refundable Earnest Money Deposit (EMD) exemption** - The MSEs whether registered with NSIC or not if fulfill the conditions laid down in the clause 3.0 of JPP(Jharkhand Procurement Policy) 2014 will entitle to get the benefits mentioned in the clause 11.0(i)b i.e. **exemption in earnest money deposit**

Clause 3.0 of JPP

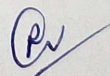
Jharkhand Gazette (Extarordinary), Monday, 20th October, 2014

Efforts shall made to procure maximum goods and services from the enterprises of the state without compromising quality, competitiveness and cost effectiveness.

3.0 Appliation:

Jharkhand Procurement Policy 2014 shall be applicable to such micro and small units (MSEs-as defined under MSME Act 2006 of Govt of India and JIP-2012) of the state and other units/enterprises of the state which fulfill all the following criteria:

1. *The manufacturing of services unit is located within the state of Jharkhand.*
2. *The Head Office or Corporate Office of such registerd unit/company/enterprise is within the territorial jurisdiction of Jharkhand.*
3. *MSE is registered with the Directorate of Industries/District Industries Centre, Khadi and Village Industries Board, Directorate of Handloom, Sericulture and Handicraft of Jharkhand Govt,*



Industrial Area Development Authorities and National Small Industries Corporation Ltd or any other body specified by Directorate of Industries, Jharkhand Govt from time to time and other industrial units/enterprises which have submitted IEM and been issued Date of Production (DOP) certified by GM, DIC/MD, Industrial Area Development Authorities/Director, Industries, GOJ.

4. The MSE/ other enterprise and unit must be registered under Jharkhand VAT Act 2005 or CST Act.
5. The MSE/other other enterprise and unit must have encouraged local people in employment.
6. The MSE/other other enterprise and unit must have complied with all statutory and legal formalities of concerned regulators/Act.
7. The MSE unit availing preferential treatment will give an undertaking with respect to 1 to 6 above including a categorical statement that the product/services being supplied to Govt. Deptt. Or its agencies have been manufactured/created by the unit located in Jharkhand only, giving details of batch no/date or any other identifiable tag (GSI etc.) as per prevalent practice.

13. The contract shall be awarded initially for a period of 03 years. However the first three months will be treated as a trial period. On Satisfactory performance in trial period of first-3 month the contract will be firmed up for one year. If the performance is found satisfactory in First year the contract will be renewed for next two years. In case performance is unsatisfactory in the first three months of trial period it will be terminated without any notice.
14. The Society reserves the right to accept or reject any or all the tenders on non-responsive ground, some element lacking in eligibility criteria or noncompliance to bid condition.
15. Successfully bidder will have to submit Bank Performance Guarantee (BPG) of 5% of the BID value. The signed work order will be issued / contract finalized only after receiving the BPG in office of the undersigned.

16. DOCUMENTS REQUIRED WITH BID

1. Photo copy of company's audited balance sheet for the last three years.
2. Employees Provident Fund, ESI, P. Tax, Service Tax Registration certificates with photocopies & code Nos.- sample copy is given

	Name of the Agency	Registration No.	Valid For		Name & address of the issuing authority
			From	To	
(a)	EPF				
(b)	ESI				
(c)	P.Tax				
(d)	Service Tax				
(e)	Private service registration certificate				

3. Self-attested copy of EPF & ESI Registration valid for year to be enclosed.



4. Seal of the agency signature of the Bidder/Tenderer
Date:
5. Latest Bank Solvency Certificate not less than 1crore obtained from Nationalized Bank

Form of solvency Certificate from a Scheduled Bank

This is to certify that to the best of our knowledge and information M/s / Sri _____ having marginally noted address, a customer of our Bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)

For the Bank

Note: In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Signature of Agency with seal

6. Photocopy of service provider registration certificate,

DETAILS OF ST REGISTRATION

1. Name of the agency :
2. ST Registration No. :
3. Service Tax For :
4. Valid for :
5. Name & Address of the

Issuing authority :

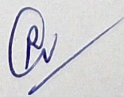
Self-attested copy of Service Tax Registration valid for year to be enclosed.

Seal of the agency

Date:

Signature of the agency

17. Details of company profile, sample copy.





Profile of the Tendering Company

The Companies are required to furnish the following information along with the Technical Bid of the Tender.

1. Name of the Tendering Agency:
2. Postal Address:
3. Name of the Contact Person (s) with address:
4. Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding tendering agency (herein after referred as bidder)
5. Whether the firm is private or public limited:
(Attested copies of deed for articles of association to be enclosed)
6. Name of the person holding the power of attorney
(attested copy of power of attorney to be enclosed)
7. State the present nationality and liabilities of the person holding the power of attorney.
8. Names of partners, their present nationalities with their liabilities: (attested copy of partnership deed to be enclosed)
9. Names & address of the tendering agency:
10. Telegraphic address of the tendering agency:
11. Telephone No. registered in the name of the tendering agency:
(A copy of the latest bill paid is to be enclosed)
12. Fax No. of the Tendering Agency:
13. Valid Email Address of the Tendering Agency:
14. Website address, if any:
15. Place of Headquarters of the Tendering Agency:
16. Local (Dhanbad) Jharkhand Branch Office Address:
17. Date of Establishment:
18. Date of registration of the Tendering Agency with Government and Registration No. (a certified copy is to be attached with the tender document).
19. Profile and detailed Set-up of the Tendering Agency: The brochure, booklet etc. of the Company, if available should be attached.
20. List of equipment available with the Tendering Agency to undertake the job:
21. Financial Turnover of the Tendering Agency for the Past three years:

Year	Amount (in lakhs)
2019-2020	
2020-2021	

(Handwritten signature)

2022-2023

(Please attach the attested copies of the proof of annual turnover for the financial year)

22. Addresses with Telephone numbers of the Regional Offices of the Tendering Agency in India.
23. Give the details of major Contracts handled by the Tendering Agency in the past five years in the following format:

Sl.No.	Customer details with address	Amount of contract	Telephone No., Email, Fax etc	Duration of contact

24. Exhaustive List of Present and Past Clients:
(May attach a separate list if space is insufficient)
25. Details of Present clients:
26. PAN card No. issued by Income Tax Department and its photocopy.
27. Photocopy of ECR report of monthly EPF & ESIC contribution for last six months.
28. Bidder must be a firm/proprietary/partnership/company registered under company act with an experience of minimum 5years in the field of facility services/Safai Karmchari maintenance etc as on 31st March 2025.
29. Documentary proof that bidder is having an office at Jharkhand.
30. Valid labour license of Jharkhand.
31. At least five year of ITR (self attested copy of audited balance sheet, ITR, PL, income tax clearance certificate).
- 32. Tenderer must sign in each page of tender documents and Proforma Agreement as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender document and Proforma Agreement.**
33. Any other information of the present or past in support of bidders professional capability supported with documentary evidence:
34. Specimen / Sample Signature of Contractor / Tenderer

I/We hereby declare that the statements and documents submitted with this application are correct to the best of my / our knowledge and belief. I/We hereby



authorize BIT Sindri Student welfare Society, Dhanbad to make any investigation to verify the correctness of the statements made and / or obtain clarifications or information on the technical and financial aspects of the applicant.

Seal of the agency

Date:

SIGNATURE OF TENDERER _____

NAME OF TENDERER _____

DESIGNATION OF TENDERER _____

ADDRESS _____

②/



Format for the Price Bid

Salary structure of deployed personnel will be as per the minimum wage notified by the Department of Labour and Employment, Govt. of Jharkhand. The bidders are to quote the rate on the basis of recent notification of the labour department, govt. of Jharkhand and their service charges/administrative charges. The present rate is given bid document he price is to be quoted per person per month (A month will consist of 26 working days)

I	II	III	IV	V	VI	VII
S NO.	Minimum wage for one person for one month (26 days)	EPF (one person for one month)	ESI (one person for one month)	Total Amount (II+III+IV)	Service Charge (one person for one month)	Net Amount (V+VI)
1						
2						
3						
4						
5						

Net Amount in Word (RupeesOnly)





Services Level Agreement

PREAMBLE

1. B.I.T. Sindri Student Welfare Society only, would outsource following services (mentioned 'Services' here in after) for the Hostel on Minimum Wages Basis.
 - I. Cleaning / Sweeping (Safai Karmchhari)The nature of services include arranging personnel and providing services to the Hostel as per the "Scope of work and General Terms & Conditions" of the job defined in this document.
2. The Bidder / Service Provider herein after referred to as "Contractor" / „Service Provider“, will arrange / provide manpower on minimum wage rates and statutory charges as per the Govt. of India/State Govt.notification, that would be quoted by the contractor / service provider in the financial bid, and provide services, as per the "Scope of work and General Terms & Conditions" of the job defined in this document.

THE GENERAL TERMS & CONDITIONS FOR PROVIDING HOSTEL (in & around) CLEANING / SWEEPING AND OTHER SERVICES AT B.I.T. SINDRI.

A. SERVICES REQUIRED TO BE PROVIDED UNDER THE CONTRACT

1. The Contractor shall –
 - i) Arrange/recruit specified numbers of personnel for services, having qualifications/ eligibility criteria as mentioned under general information of the tender document. The arranged/recruited personnel, in requisite number as required by the Society shall be deployed in the Hostel.
 - ii) Provide service on all working days, including all Sundays and all holidays, throughout the period of contract, providing services /items etc. in the Hostel.
 - iii) The Contractor has to provide substitute for employee going on leave/Absent for any reason at their own expense.

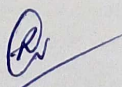
B. COMPENSATION OF LOSSES AND ENTITELMENT

- 1.The contractor shall also be fully responsible for any loss of material and/or property of the Hostel attributable to the negligence or failure of the personnel in complying with the procedure. All losses suffered by hostel on this account shall be compensated in full by the Contractor. The decision of the Society in this regard shall be the final and binding on the Contractor.
- 2.The amount of loss to be compensated by the contractor shall be determined by the Institute on the basis of or otherwise, on findings of a joint enquiry committee including representatives of both the Society and the Contractor, and the same shall be binding on the contractor.

The matter may be referred to the law enforcement authority at Dhanbad only, if it doesn't get settled for recoveries. If the Society does not have enough dues of the Contractor with it to recover such amount, legal remedies will be resorted to as per the relevant law, in the courts located at Dhanbad, Jharkhand.

C. RECRUITMENT AND CONTROL OF CLEANING / SWEEPING PERSONNEL

1. For all intents and purposes, the Contractor will be the "Employer" within the meaning of different labour legislations in respect of the SERVICE personnel employed and deployed by him/them. All the personnel deployed by him shall be under the direct control and supervision of the contractor.
2. The SERVICE personnel deployed by the Contractor will be bound to observe all instructions issued by Society Authority concerning general discipline and behaviour.
3. Must be below the age of 55 years.
4. The contractor shall provide a complete list of the personnel engaged by him in its final form (after the characters and other antecedents of the listed persons are verified by the police and found to be good) along with their addresses, photos and other antecedents for records. A list of such personnel may be given to local Police Station.
5. In case, any of the staff is found to be posted without the prior knowledge / approval of the Society Authority, Society Authority shall not be liable to pay for such personnel.



D. BEHAVIOUR OF SWEEPING/CLEANING PERSONNEL

6. Contractor has to ensure good behaviour of his Cleaning/ Sweeping personnel with the Society personnel and visitors. They shall abstain from taking part in any staff union and association activities.
7. If the services and/or conduct of any of the SERVICE personnel deployed by the contractor is found to be unsatisfactory, person or other, he/she shall have to be withdrawn by the Contractor within 48 hours from the Hostel.
8. In case the SERVICE personnel deployed by the Contractor commit any act of omission or commission constituting misconduct or indiscipline, the contractor will be liable and responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service etc. or removal from Hostel.

E. DUTY HOURS, SITE ALLOTMENT

1. The deployment of SERVICE personnel will be executed by the Contractor (which can be changed at the discretion on the Society Official).
2. The contractor shall deploy his men as per fixed timings. However, the same may, in exceptional circumstances be subjected to change at the discretion of the Society. A single duty shift will have a normal duration of 8 (eight) hours.

F. PERIOD OF CONTRACT, TERMINATION / EXTENSION

1. The duration of the contract shall be for a period of 3 (three) years, except in the event of earlier termination, as per the terms and conditions. The contract shall automatically expire after completion of 3 (three) years, unless extended further. Provisional work order will be issued for three months. On satisfactory services during this period final work order will be issued failing which L-2 bidder will be offered to undertake the job at the same rate as quoted by L-1 bidder.
2. The Society has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason, by giving 3 (three) months' notice in advance, to the Contractor, in writing, or, by making equivalent payment thereof. The Institute shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of 1 (one) year, or, for a shorter period until a new agency takes over, in the event of Society resorting to the process of appointing a fresh contractor / service provider.
3. In the event of the Contractor desiring an earlier termination of the contract, he shall have to give 3 (three) months advance notice to the Institute in writing.
4. In case of termination of this contract/agreement on its expiry or otherwise, the staff, or personnel engaged and deployed, deputed by the Contractor, will not be entitled to and will not claim any absorption in the regular or otherwise services of the Institute. The personnel of the Contractor will not claim and will not be entitled to pay, perks or any other facilities as admissible to the regular / confirmed employees of the Institute.

During the subsistence of the contract / agreement and even after the expiry of the Contract / Agreement. Institute shall have the right to requisition man power from other agency in case the performance of existing agency is not satisfactory during agreement period.

G. PERFORMANCE OF SERVICE PERSONNEL AND CRITERIA

1. The performance of SERVICE personnel, under the contract, will be reviewed by the Society Authority. Contractor will remain present, personally, or, depute an authorized representative for the same. All decisions taken in the meeting and / or suggestions given by Society Authority to the Contractor or his representative, on matters related to Institute SERVICE, must be implemented by the contractor. Personnel engaged by the agency will be the employee of contractor. In no circumstances such employee can claim any future absorption in B.I.T. Sindri.
2. The Contractor shall provide ON-DUTY Card, duly signed by the supervisor the, to every SERVICE personnel, at the beginning of each month. These cards are to be carried by every SERVICE personnel during duty period and will provide opportunity to all the concerned inspecting officer of the Institute to write comments regarding performance of the concerned SERVICE personnel on it. The contractor shall submit the cards (carrying comments etc. written on them), in the aforesaid review meeting with Contractor.



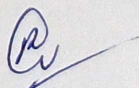
3. In the event of any on-duty SERVICE personnel found absent from the scheduled duty / post and / or found sleeping, and / or found not performing the assigned job properly, then penalty would be imposed.
4. The Contractor has to provide substitute for employee going on leave/Absent for any reason at their own expense.

H. PAYMENT, LEAVE, STATUTORY OBLIGATIONS

1. The rates payable to the Contractor for SERVICE personnel to be deployed are to be quoted separately in Financial Bid. No extra amount will be paid by the Society over and above the amount calculated based on the rates quoted by the contractor and accepted by the Society except when revised due to revision of Minimum Wages by GOJ.
2. The Contractor will be paid on monthly basis for his services. Bill shall be raised by the Contractor in accordance with the agreed upon rates on every 1st day of the succeeding month thereafter the payment to the contractor will be released (if found in order in all respect).
3. The Contractor will ensure payment of wages to his personnel within the period prescribed under Labour Laws for the purpose through respective Bank Account only.
4. The Contractor will follow all statutory requirements as per labour laws prevailing during the contract period and will be wholly responsible for breaking any such law. In all cases, applicable EPF & ESI, will be paid and deposited by the Contractor. EPF, ESI deposit challan of previous month be submitted with the bill of succeeding month. Service Tax deposit challan also be submitted every after six month and before release of PGD / Security Deposit.
5. The Contractor will be responsible and liable for the implementation of all statutory provisions in respect of minimum wages, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws in connection with personnel to be deployed by him. The Contractor shall maintain all the statutory registers under the applicable law. The contractor shall produce the same on demand to Society authority or any other authority under law.
6. In case the Contractor fails to comply with any statutory obligation under any labour laws, and as a result there of the Society is put to any loss or obligation, monetary or otherwise, the Society will be entitled to get itself reimbursed out of the bills or the security deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
7. No leave of any kind shall be sanctioned by Society authority to the personnel. The Contractor will have to maintain sufficient number of leave reserves. The Contractor shall be liable to make substitute arrangements, at his own cost, in the case of absence of the personnel.

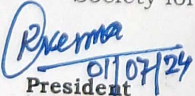
I. OTHER RESPONSIBILITIES OF THE CONTRACTOR

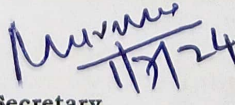
1. The Contractor will be bound by the details and documents as furnished by him to the Society while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, it would be deemed to be a breach of the terms of Contract, making him liable for punitive action.
2. Society shall not be responsible financially or otherwise for any injury to the personnel caused in the course of their performing the duties, or for payment for any compensation.
3. The Contractor shall not be permitted to transfer or sublet or assign his rights and obligations under the contract to any other organization or otherwise.
4. In case of breach of any of the terms of Agreement, the deposit of the Contractor will be liable to be forfeited by the Society. In addition, the contract / agreement will also be liable to be terminated. Any sum of money due or payable by the Society including the security deposit refundable to him under the contract can be appropriated by the Society against any amount which the Contractor may owe to the B.I.T. Sindri Student Welfare Society.
5. Income Tax will be deducted at source (TDS) as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Contractor by the Society. The responsibility of paying the service tax as per prevailing rates and as claimed in the bill amount will rest entirely on the Contractor. The Contractor will be required to furnish proof of such deposits to the Society every month.

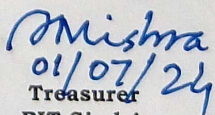




6. The successful bidder has to deposit a sum of rupees equal to **5%** of the estimated cost of three years, as a security deposit/performance guarantee deposit(PGD) by submitting demand draft/banker's cheque/payorder/Bank Guarantee or any other prescribed form under rules. The PGD shall be released in full only when complete handing over of security charge is made to the Institute in the event of completion of the contract or otherwise and if no dues are recoverable from the Contractor. In case the BG/PGD is in the form of Bank Guarantee then the validity period of the said Bank Guarantee should be 90 days after the expiry of contract period.
7. In case of any difference of opinion or dispute arising between the two parties regarding interpretation or implementation or any of the terms and conditions of the Contract/Agreement, the same shall be referred to the sole arbitration of the President of the Society whose decision shall be final and binding upon both the parties. The Contractor shall seek instructions from President of the Society or any concerned Officers of the Society Authorized for the purpose. The Contractor will be required to sign a written agreement before the initiation of the contract. The agreement once signed shall be deemed to be an Agreement between two principal employers. The agreement shall be one for services and not of services.
8. The Contractor shall, will and truly execute/perform the required services contracted to be performed by him hereunder, to the satisfaction of the Society.
9. Any compensation for this engagement on account of death, disability of any staff provided for deployment at the said campus will be the responsibility of the contractor. Even if such disability manifests after termination of the contract, it shall be the exclusive liability of the contractor. Manpower provided is to be covered under proper insurance of industrial accident.
10. The salary of Cleaning / Sweeping personnel shall be paid by the agency within first 07 working days of following month.
11. Bills in duplicate shall be raised by the agency on monthly basis. Payment will be made subject to the receipts of correct bills with relevant documents in all respects. Bill payment will be made on the e-payment mode.
12. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to Society and shall comply with the statutory provision of contract labour (regulation & abolition) Acts, employee state insurance act, workman's compensation acts, payment of wages act, employees provident fund (and miscellaneous provisions) act.
13. That no right, much less a legal right shall vest in the Company / Agencies workers to claim / have employment or otherwise seek absorption in the Institution nor the Company / Agencies Workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the company / agency and this should be solely the responsibility of the company / agency to make it clear to their workers before deputing on work at the Institute.
14. B.I.T. SINDRI premises is "NO TOBACCO ZONE". No staff of the company should be found smoking, eating PAN, GUTKA or INTOXICANTS / DRUGS. Arbitration any disputes arising out of and in relation to this agreement can be mutual consent be referred to arbitration by a sole arbitrator, acceptable to both the parties i.e the company and the Society. The arbitration would be conducted and the governed by under the provision of arbitration act 1996. Any legal dispute will be subjected to Jurisdiction of Dhanbad Court/High Court Ranchi/Supreme Court and no other Court shall have the Jurisdiction.
15. Service Provider will install his own Biometric Attendance System for proper attendance. At the end of month attendance to be submitted before concerned office of B.I.T. Sindri Student Welfare Society for verification.


 President
 BIT Sindri
 Student Welfare Society


 Secretary
 BIT Sindri
 Student Welfare Society


 Treasurer
 BIT Sindri
 Student Welfare Society

I have read, understood and accept all the terms and conditions mentioned in the tender form and attached proforma agreement before quoting the tender form.

Signature of Tenderer with Seal