



भारतीय
प्रौद्योगिकी
संस्थान
काशी हिन्दू विश्वविद्यालय



INDIAN
INSTITUTE OF
TECHNOLOGY
BANARAS HINDU UNIVERSITY

Serving the nation since 1919

TENDER NOTICE FOR SUPPLY OF MANPOWER

Tender No: IIT(BHU)/Admin/2016-17/01 dated 16th May 2016

TENDER NOTICE

Tenders in sealed cover are invited on behalf of the Director, Indian Institute of Technology (BHU), Varanasi under **two-bid** system from reputed, experienced and financially sound Manpower Agencies for providing manpower for Indian Institute of Technology (BHU).

The interested agencies are required to submit the technical bid (qualifying bid) and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid", Sealed Cover-II containing "Financial Bid" and Sealed Cover-III containing the EMD should be placed in a sealed cover super scribed "**Tender for Manpower**" and should reach at the office of "**The Director, IIT(BHU), VARANASI -221 005**, before 15:00 hrs. on or before **06-06-2016**. The technical bids shall be opened on the same day at 16:00 hrs. at IIT(BHU) Varanasi. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website www.iitbhu.ac.in. The bid security (EMD) of Rs 50,000.00 (Rupees Fifty thousand only) should be paid by Demand Draft in favour of "**Registrar, IIT(BHU)**" payable at Varanasi.

IMPORTANT INFORMATION

1. Any future clarification, notice and/or corrigendum(s) shall be posted on the web-site of the Institute www.iitbhu.ac.in. Bidders are advised to visit the web site of the Institute regularly and note the corrigendum/notice.
2. Corrigendum, if any, issued for the tender shall form part of the Tender Document.
3. IIT (BHU) shall not be responsible for ignorance of the corrigendum by the bidders.

REGISTRAR
IIT(BHU), Varanasi

TECHNICAL BID

(In separate sealed Cover-I super scribed as "Technical Bid")

1. GENERAL INFORMATION	
a. Name & Address of the Firm	
b. Phone number	
c. Email	
d. Name, address and telephone/mobile number of contact office at Varanasi.	
2. Set-up of your Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (a) Is the establishment registered with the Government? Please give details with document/evidence. (b) Do you have Labour licence? Please provide details and attach a copy. (c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in IIT (BHU), Varanasi.	
3. PAN No. (Please attach copy)	
4. Trade Licence No. (Please attach copy)	
5. Service Tax Registration No. (Please attach copy)	
6. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
7. Power of Attorney/authorization for signing the bid documents	
8. Please submit an undertaking that no case is pending in court of Law against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall also produce certificate/verification from local police station. Indicate any convictions if any in the past against the Company/firm/partner.	
9. Details of the DD/Pay Order of Rs 50,000.00 towards bid security (EMD) DD/PO No. Date: Drawn on:	

P.T.O

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

- 1. DD/Pay Order No. _____
- 2. Terms & Conditions (each page must be signed and sealed)
- 3. Financial Bid.

Place:.....
Date:.....

(Signature of Tenderer with seal)

Name:
Address
Phone No (O):
Fax No. (O):
E-mail:

FINANCIAL BID
(In sealed Cover-2 super scribed "Financial Bid")
TENDER FOR SUPPLY OF MANPOWER TO IIT(BHU), VARANASI

Description	Assistant Carpenter	Multitasking Staff (MTS)	Hostel CareTaker-cum-Clerk	Hostel Lady House Keeper
Number of personnel's required (tentative)	01	50	15	05
Minimum Qualification	1. Intermediate	1. Intermediate 2. Knowledge of Computer	1. Graduation with at least second class 2. At least six months of training on the use of Computer for Office from a certified Institution or at least Second Class Graduate with Diploma in Computer recognized by AICTE.	Graduate with at least second class.
Total Consolidated Salary Per Month	Rs.11630/-p.m.	Rs.11630/-p.m.	Rs.12800/-p.m.	Rs.13960/-p.m.
Service Charge (as percentage of total consolidated salary). Please indicate the service charge in figures and words.				

- i. **AGE (for all positions):** Not below the age of 18 years.
- ii. The monthly salary is inclusive of all statutory obligations like ESI, EPF, EDLI, etc, compliance of which is mandatory for agency/successful bidder. Employer's contribution, where ever applicable shall be paid by the agency which will be reimbursed by the Institute on submission of claim alongwith proof of payment (copy of challan etc.)
- iii. IIT(BHU) reserves the right to reduce or enhance the manpower as per its requirement.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

Note:

No other charges would be payable by Client.

There would be no increase in rates during the Contract period.

Place :.....(Signature of Bidder with seal)

Date.....Name:

Seal :

Address

Phone No(o):Fax No.(o):E-mail:

General Information relating to Submission of Bids

1. The initial period of contract shall be for 12 months that may be extended by two years, one year at a time depending on performance of the Agency and the satisfaction at the discretion of the Director, IIT(BHU).
2. The interested agencies are required to submit the Technical and Financial Bids separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid", sealed Cover-II containing "Financial Bid" and sealed cover-III containing EMD should be placed in a sealed cover super scribed "Tender for Manpower" should reach the Institute before 15:00 hrs on or before **06-06-2016**. The Technical bids shall be opened on the same day at 16:00 hrs at the Institute in presence of the bidders or their authorized representative who chooses to remain present.
3. **If a firm quotes 'Nil' service charge or 0% (zero percent) service charge, the bid shall be considered as unresponsive and will not be considered.**
4. The bidder must have a minimum annual turnover of **Rs. 1 crore (Rs One crore)** during the past three financial years i.e. **2013-14, 2014-15 and 2015-16**. *In support thereof, copies of balance-sheet and a certificate on the following format from a Chartered Accountant must be enclosed with the Technical Bid.* No other document/certificate shall be considered in support of annual turnover.

FORMAT OF CERTIFICATE OF TURNOVER

LETTER HEAD		
<i>Turn Over for the last 3 financial years</i>		
Sl. No.	Financial Year	Turn Over (Rs. in crore)
1.	2013-14	
2.	2014-15	
3.	2015-16	

Seal & signature of Chartered accountant

Signature (with date) & seal of Bidder/Tenderer

5. Certificates of satisfactory performance from at least two Government departments/ PSUs /Government Autonomous Institutions for the last three years i.e. **2013, 2014 and 2015**. The certificates must have been issued on the letter head of the organization clearly indicating the duration of contract, details of manpower and performance. *Please note that copies of work-orders and agreements shall not be considered for this purpose.*
6. All the pages of the tender should be **numbered and signed** by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.

7. 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 signed by the person authorized to sign the tender bids.
8. The bidder shall pay Bid Security Earnest Money Deposit (EMD) of Rs 50,000.00 (Rupees Fifty thousand only) along with the Technical Bid by Demand Draft in favour of "Registrar, IIT (BHU)" drawn on any Nationalized Bank / Scheduled Bank and payable at Varanasi. Bids received without (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.
9. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
10. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of "Registrar, IIT(BHU)" drawn on any Nationalized Bank / Scheduled Bank and payable at Varanasi. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.
11. The EMD deposited by successful agency will be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by the Institute.
12. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the Agreement.
13. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
14. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask 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.
15. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with the all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates, the Institute shall decide about the Agency to which the offer shall be granted based on the higher average annual turnover for the years **2013-14, 2014-15 and 2015-16**. The Institute also reserves the right to draw a panel of such bidders. The decision of the Institute in this regard shall be final.
16. The Institute may select any of the willing agency (ies), in case, the agency with lowest rate at any stage after award of contract fails to start the work or does not perform successfully / satisfactorily after starting the work.
17. The quoted rates shall not be less than the lump sum payment / minimum wages of Govt. of India (prescribed for skilled, unskilled, highly skilled categories) as mentioned against each manpower

category and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc., bonus, insurance, leave salary etc. as well as inclusive of the Agency's service charge for providing manpower.

18. The Institute reserves the right to accept or reject any or all bids without assigning any reasons. It also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
19. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out rightly.
20. The period of the contract may be extended by two years, one year at a time after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office, however, reserves right to terminate the contract without assigning any reason thereof at any time after giving one week notice to the selected service providing Company / Firm / Agency.

21. Eligibility Criteria:

- I. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required valid licenses, registration document etc as per the law and should remain valid till completion of the period of contract.
- II. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
- III. **If a firm quotes 'Nil' service charge or 0% (zero percent) service charge, the bid shall be considered as unresponsive and will not be considered.**
- IV. The bidder should have their registered office / branch in Varanasi. If not, an office should be opened in Varanasi within 30 days of the award of work.
- V. There should be no criminal case pending in court of law against the Proprietor / Firm / Partner or the Company (Agency).
- VI. Valid Licence issued by Regional Labour Commissioner, Govt. of India or should give an undertaking that the bidder would obtain it positively within 90 days of the award of the work.
- VII. *If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, the Agreement with the successful bidder shall automatically stand terminated and the Institute shall be at liberty to recover losses, if any, from the Security Deposit/ Performance Guarantee of the bidder.*
- VIII. Following documents should be attached along with the Technical Bid duly attested by the bidder *failing which* the bid shall be liable to be rejected:
 - Copy of PAN of the firm /GIR, Trade Licence, Service Tax Registration.
- IX. The bidder must have a minimum annual turnover of **Rs. 1 crore (Rs. One crore)** during the past three financial years i.e. **2013-14, 2014-15 and 2015-16**. *In support thereof, copies of balance-sheet and a certificate from a Chartered Accountant must be enclosed (as indicated in point no. 4 above).*
- X. Certificates of satisfactory performance from at least two Government departments/ PSUs /Government Autonomous Institutions for the last three years i.e. **2013, 2014 and 2015** (as indicated in point no. 5 above).

(To be made on Rs 100.00 Non Judicial Stamp Paper after award of contract)
DRAFT AGREEMENT FORMAT

This agreement is made at Varanasi on the _____ day of _____ Two thousand Fifteen between The Indian Institute of Technology (BHU), Varanasi, 221005 **acting through The Registrar, IIT (BHU), Varanasi, having its office IIT (BHU), Varanasi – 221005** (*hereinafter* called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

and

M/s _____, having its registered office at _____

(*herein after* called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower for IIT(BHU),Varanasi on the terms and conditions stated below and the Annexure to this agreement:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in IIT (BHU), Varanasi. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at IIT(BHU), Varanasi site. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to:
 - a. revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
6. Security Deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order / Demand Draft or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at IIT(BHU), Varanasi.
8. The personnel provided by the Agency shall not claim to become the employees of IIT(BHU),Varanasi and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment at IIT(BHU), Varanasi.
9. There would be no increase in rates payable to the Agency during the contract period.
12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand fourteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Varanasi in the presence of the witness

For and on behalf of the **'Agency'**

For and on behalf of the **IIT(BHU)'**

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the **'Agency'**

SIGNED, SEALED AND DELIVERED

By the said

By the said _____
_____ (Name)

_____ (Name)

on behalf of the **'Agency'** in presence of

_____ on behalf of the **IIT(BHU)** in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Annexure to the Agreement

Part A. Scope of Work:

The Agency shall provide Manpower at (IIT) BHU by deploying adequately trained and well disciplined personnel having fair command on Hindi & English in respect of the following categories, brief description of the scope of work mentioned against each:-

S. No.	Description	Scope of work	No. of Persons (tentative)
1.	Multi Tasking Staff	<p>A. In Hostels</p> <ol style="list-style-type: none"> 1. Look after the common room facility of the hostel including its security, electricity, water and proper care of furniture/fixtures. 2. During illness of student, carry him to hospital, stay with him and bring medicine etc. as per requirement. 3. Sweeping and Cleaning of rooms (if a student so desires), Cleaning of Lobby/Verandah and stairs. 4. To carry mail/ letters (डाक) of hostel. 5. Take care of the garden of the hostel. 6. May be deployed in Shift duty (day/night) as per need. 7. May be transferred from one hostel to another hostel 8. Any other duty assigned by the Hostel administration. <p>B. In other offices/units</p> <ol style="list-style-type: none"> 1. He will be on duty half an hour before the working hours of the office in which he works and leave half an hour after the office hours. 2. Physical maintenance of records of section. 3. General cleanliness & upkeep of the Section/Unit. 4. Carrying of files & other papers within the building. 5. Photocopying, sending of FAX etc. 6. Other non-clerical work in the Sections/Unit. 7. Assisting in routine office work like diary, dispatch etc. including on computer. 8. Delivering of Dak (inside & outside the building) 9. Watch & ward duties. 10. Opening & closing of rooms. 11. Cleaning of rooms, dusting of furniture, fixture etc. 12. Any other work assigned by superior authority. 	50
2.	Hostel Care Taker-Cum-Clerk	<ol style="list-style-type: none"> 1. Maintain and keep the records, stock book, allotment register, registration forms, mess advance fee receipts, maintenance work of the hostels, keeping records of attendance and leave of the employees of hostel. 2. Preparation of mess bills of the hostel. 3. Dealing with student's complaints. 4. Any other work assigned by superior authority 	15
3.	Hostel Lady House Keeper	<ol style="list-style-type: none"> 1. Keep records of attendance of the girls at night time, maintaining the leave register, entry register, late entry register and the guest register of the girls. 2. She should have good knowledge of writing letters in English & Hindi. 3. Take care of the store of the hostel and the stock register. 4. Take care of girls students who are ill. 5. She should be ready to do night duty also as it is essential in girls hostel. 6. Any other duty assigned by the hostel administration. 	05

S. No.	Description	Scope of work	No. of Persons (tentative)
4	Assistant Carpenter	As per the duty assigned by the SE, UWD related to carpentry work in the Institute	01

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work and but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed personnel.

The Agency will provide to all deployed personnel Identity Cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

Part B. Other Terms and Conditions:

1. The services and provisions for the required manpower shall be provided after award of tender to the bidder.
2. The number of persons indicated in Part 'A' of this document is tentative and may increase/decrease. If required, during the period of the Agreement, the Agency may be asked to supply additional manpower on the same terms and conditions.
3. The Agency shall ensure fulfilment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions. The Agency will get their antecedents, character and conduct and medical health suitability verified.
4. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Director, IIT (BHU) along with testimonials before they are actually deployed for the job.
5. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Institute, at any time without assigning any reason whatsoever.
6. A local representative of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The local representative will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Director or official so authorized and will be answerable to the Director. This will, however, not diminish in any way, the Agency's responsibility under the contract to the IIT(BHU). The local representative will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. A senior level representative of the Agency shall visit IIT (BHU) at least once-a-week on working days and review the service performance of its personnel. During the visit, Agency's representative will also meet the Director, IIT(BHU) or the official so authorized dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the organization is not divulged or disclosed to any person by the personnel deployed by it.
8. The Agency shall ensure that any replacement of the personnel, as required by the Director, IIT(BHU) for any reason specified or otherwise, shall be effected promptly without any additional cost to the Institute. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Director, IIT(BHU) at Agency's own cost.

9. The Agency shall provide reasonably good uniform with Photo Identity Cards to its personnel deployed at IIT(BHU) at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Entry permit for the particular Building/Block, where the personnel is actually deployed, shall be issued by the Institute. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its cost.
10. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Institute/BHU/ Govt. of India / any State or any Union Territory.
11. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Director, IIT(BHU). Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Director, IIT (BHU).
12. 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 at IIT (BHU) or for any accident caused to them and the Institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Institute for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund & MP Act, 1952
 - (c) The Contract Labour (Regulation) Act, 1970
 - (d) The Payment of Bonus Act, 1965
 - (e) The Payment of Gratuity Act, 1972
 - (f) The Employees State Insurance Act, 1948
 - (g) The Employment of Children Act, 1938
 - (h) The Motor Vehicle Act, 1988
 - (i) Minimum Wages Act, 1948
13. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Director, IIT (BHU) and maintain liaison with the police. FIR will be lodged by The Chief Proctor BHU, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
14. The agency shall ensure that staff appointed by them is fully loyal-to and assist the officers of IIT(BHU) during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the Institute.
15. In case of any loss that might be caused to the Institute due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, Director, IIT(BHU) shall have the power to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to Institute besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Director, IIT (BHU) shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.
16. One day rest in a week shall be provided by agency to its employees. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
17. As and when Director, IIT (BHU) requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Director, IIT (BHU).

18. If the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Director, IIT(BHU) shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
19. The Agency shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. The Agency shall submit to the Director, IIT (BHU) an attested photocopy of the attendance record and enclose the same with the monthly bill.
20. The Institute shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding month by the 10th day of the instant month along with attendance sheet, satisfactory performance certificate duly verified and other requisites. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
21. In case of noncompliance/non-performance of the services according the terms of the contract, the Institute shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
22. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify Institute against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in the Institute. Any complaint towards non-payment of wages, other liabilities, and statutory obligations will lead to immediate termination of contract with penalty.
23. The Service Charges payable to the agency in providing the requisite manpower will be as per claimed percentage of the total monthly wages payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.
24. The decision of the Director, IIT(BHU) in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
25. In case of any dispute between the Agency and the Institute, the Director, IIT(BHU) shall have the power to decide. However all matters of jurisdiction shall be at the local courts located at Varanasi.
26. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Director, IIT(BHU). The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
27. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

Note: *These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.*