JEEViKA
Rural Development Department, Government of Bihar
Bihar Rural Livelihoods Promotion Society
State Rural Livelihoods Mission, Bihar
3rd Floor, Vidyut Bhawan - II, Bailey Road, Patna- 800 021; Ph.:+91-612-250 4980; Fax:+91-612-250 4960, Website:www.brlps.in

"Hiring of Manpower Placement Agency for providing services of Outsourced manpower on monthly basis for various Producer Companies developed and nurtured by the Bihar Rural Livelihoods Promotion Society (BRLPS) at all locations across Bihar at district/block/panchayat level".

[Open Tender under Two Envelope]
(Through E-Bidding mode under Non-Consulting Services)

Bihar Rural Livelihoods Promotion Society (BRLPS)
State Project Management Unit (SPMU)
3rd Floor, Annexe-II, Vidyut Bhawan, Bailey Road,
Patna - 800021, Bihar

[RFB No.: BRLPS/Proj-NF/2745/26] dated 12/11/2026

Cost of Tender Document	**Rs.5,000.00**
Earnest Money Deposit	**Rs. 10.0 Lakh**
Performance Security Deposit	**5% of the awarded value**

The Information provided by the bidders in response to this Tender Document will become the property of BRLPS and will not be returned. BRLPS reserves the right to amend, resend or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them.

Any amendment/ addendum/ corrigendum shall be notified only on the e-Procurement website at **https://eproc2.bihar.gov.in** *as well as on BRLPS website at www.brlps.in*

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1. SECTION-I

Notice Inviting e-Tender
(Open Tendering bidding through e-Tendering mode only)

Ref No. BRLPS/ BRLPS/Proj-NF/2745/26 **Date: 12.11.2026**

1.1 Bihar Rural Livelihoods Promotion Society (BRLPS) upon request from various Producer Companies invite e-tenders through Government of Bihar e-Procurement portal at **https://eproc2.bihar.gov.in** under **Two Bid System** i.e., Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Placement Companies/ Firms/ Agencies (henceforth called Agency) for **"Hiring of Manpower Placement Agency for providing services of Outsourced manpower on monthly basis for various Producer Company at District/Block/Panchayat level across Bihar".**

Sl. No.	Name of work	Bid documents Cost *	EMD / Bid Security **	Performance Security (on issue of LoA) ***	Period of Agreement
1	Hiring of Manpower Placement Agency for providing services of Outsourced manpower on monthly basis to various Producer Company at District/Block/ Panchayat level across Bihar.	Rs. 5,000/-	Rs. 10.0 lakh	5% of the awarded value	2-years

* *Bid document cost shall be submitted online through https://eproc2.bihar.gov.in.*

** *EMD/Bid Security shall be submitted online through https://eproc2.bihar.gov.in or in the form of Bank Guarantee (BG). The BG should be issued in favor of Bihar Rural Livelihoods Promotion Society, payable at Patna. The BG should be valid 03 months beyond the bid validity period. However, bidder submitting EMD in the form of BG, will have to upload scanned pdf copy of BG with their technical bid and hard copy of same should be submitted to BRLPS on or before the opening of Technical Bid.*

*** *Performance Security shall be submitted by the successful bidder only within ten days (10 days) from the date of issue of LOA.*

1.2 *The agreement shall be initially for a period of two years from the date of award, which may be further extended upon satisfactory performance, for another period of one year on the same terms & conditions or curtailed/ terminated at any time before expiry of agreement period depending upon requirement of Producer Companies.*

1.3 *The complete Tender Documents can be downloaded from the website https://eproc2.bihar.gov.in*

1.4 The tenders are invited under two bid system i.e., Technical Bid and Financial Bid. T**he technical bids** *(with all necessary documents)* are to be submitted **online at** https://eproc2.bihar.gov.in before the prescribed time and date along with Bid Cost and EMD to be paid online.

1.5 For support related to e-tendering process, bidders may contact at following address during working hours: 8 AM to 7 PM (All days in week except Sunday and few selected state holidays on "eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 572 6571" or may contact on Email Id: eproc2support@bihar.gov.in

1.6 Bids not submitted online on https://eproc2.bihar.gov.in portal shall not be considered at all.

1.7 Bidders claiming exemption from submitting Bid Cost and EMD will have to submit required documents as per Bihar Purchase Preference Policy, 2024 and amendments issued time to time.

1.8 Bihar Financial Rules and Bihar Purchase Preference Policy, 2024 with amendments time to time will be followed for evaluation and award.

1.9 **The Financial Bid** for "Hiring of Manpower Placement Agency for providing services of outsourced manpower on monthly basis for various Producer Companies developed and nurtured by the BRLPS", should be submitted only through online process at https://eproc2.bihar.gov.in. For support related to e-tendering process, bidders may contact at following address during working hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays on "eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 572 6571" or may contact on Email Id: eproc2support@bihar.gov.in

1.10 The Bid documents of Technical Bid & Financial Bid should be properly uploaded at the respective sections/provisions of https://eproc2.bihar.gov.in. The financial bid is to be submitted in 'EXCEL' format provided at https://eproc2.bihar.gov.in and it should be totally in compliance with all sections of NIT & RFB. **Financial Bid should not be disclosed anywhere as a part of Technical Bid. In either case the Bid will be summarily rejected.**

1.11 Interested Bidders may submit their bids complete in all respect along with Bid Cost & Earnest Money Deposit (EMD) of requisite value as above and other requisite documents on or ***before* 03.12.2026 till 04.00 PM**. All the relevant document is to be furnished at https://eproc2.bihar.gov.in**.** Online bids should also be submitted by this time and date**.** https://eproc2.bihar.gov.in does not accept *after this deadline under any circumstance whatsoever*. ***The Technical Bids will be opened* 03.12.2026 at 04.30 PM** *and Financial Bids of only technically qualified bidders will be opened on a date to be notified later on.*

1.20 **At the time of bidding, if the bidder doesn't have fully established functional office & functional bank account in Bihar, along with ongoing similar nature work orders (of providing**

manpower on outsourced basis), then the bidder is not eligible to make the bid & shall not be considered for evaluation; In case of any false submission recognized by the BRLPS, Legal Action will may be taken on the bidder as per Bihar Financial Rules (BFR) & law of the land.

1.21 **The Bid documents and information furnished by the bidder in their respective bids have to be strictly in prescribed format of RFB and organized properly with indexed page numbers. In No Case Bids with, documents or information furnished in dumped manner shall be considered for evaluation and will summarily be rejected."**

1.20 BRLPS reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all bids without giving any notice or without assigning any reason thereof. The decision of BRLPS in this regard shall be final and binding on all the bidders.

The schedule for RFB of aforementioned work is proposed as under

a.	Release of Tender on https://eproc2.bihar.gov.in	**12.11.2026**
b.	Date of pre-bid meeting	**19.11.2026** (at 12.00 PM)
c.	Last date and time for submission of Bids	**03.12.2026** (04.00 PM)
d.	Date and time for opening of Technical Bids	**03.12.2026** (at 4.30 PM)
e.	Date and time for opening of Financial Bids of the technically qualified bidders	To be notified later
NOTE:	In the event of the specified date of bid opening being declared a holiday for the BRLPS, the bids will be opened at the appointed time and location on the next working day	

1.21 Conditional bids would be rejected.

1.22 BRLPS reserves the right to accept/reject any or all the bids without assigning any reasons thereof and cancel the bidding process without any liability towards any bidder.

Date: 12.11.2026

(Chief Executive Officer cum Mission Director)
Bihar Rural Livelihoods Promotion Society,
3rd Floor, Annexe-II, Vidyut Bhawan, Bailey Road, Patna-800021
land line-0612-2504981

2. SECTION-II

INSTRUCTIONS FOR ONLINE BID SUBMISSION

2.0 General Instructions: The bidders are required to submit soft copies of their bids electronically on the Government of Bihar e-Procurement Portal i.e. https://eproc2.bihar.gov.in using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the https://eproc2.bihar.gov.in Portal, prepare their bids in accordance with the requirements and submitting their bids online on https://eproc2.bihar.gov.in Portal.

2 .3 REGISTRATION:

2 .3.1 Bidders are required to enroll on the e-Procurement module of Government of Bihar Public Procurement Portal by using the "Online Bidder Enrolment" option available on the home page.

2 .3.2 During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the bidders through the email-id provided.

2 .3.3 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2 .3.4 For e-tendering, possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory.

2 .3.5 Upon enrolment on https://eproc2.bihar.gov.in Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

2 .3.6 Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

2 .3.7 Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/e-Token.

2 .4 PREPARATION OF BIDS:

2.4.1 For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

2.4.2 Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid.

2.4.3 Bidders should get ready in advance the bid documents in the required format (PDF/xls/Word formats) to be submitted as indicated in the tender document/schedule.

2.4.4 Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc. which is to be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

2 .5 SUBMISSION OF BIDS:

2 .5.1 Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e., on or before the bid submission time.

2 .5.2 Bidder should prepare the EMD/ Bid Security as per the instructions specified in the NIT/ tender document. The detail of the Online transaction / RTGS / NEFT / BG is to be scanned and uploaded on the aforesaid portal. The entered information should match/tally with the documents uploaded, else the uploaded bid will be considered rejected.

2 .5.3 While submitting the bids online, the bidder shall read the terms & conditions (of https://eproc2.bihar.gov.in portal and accept the same in order to proceed further to submit their bid.

2 .5.4 Bidders shall select the payment option as online to pay the Tender Fee/ EMD and enter details of the online transaction/RTGS/NEFT/BG.

2 .5.5 Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

2 .5.6 Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

2 .5.7 Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

2 .6 ASSISTANCE TO BIDDERS:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed on the Email ID: proc.sp@brlps.in on day before the date of pre-bid meeting. Queries received after pre-bid meeting will not be entertained.

2 .6.1 Any queries relating to the process of online bid submission or queries relating to https://eproc2.bihar.gov.in Portal in general may be directed to the e-Proc. Portal Helpdesk as mentioned above.

3. SECTION-III

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

3.1. The Bihar Rural Livelihoods Promotion Society (BRLPS) requires services of a reputed, experienced and financially sound Manpower Placement Company/ Firm/ Agency (henceforth called Agency) for providing services of various personnel as stated below in Section-V **across the Bihar for various Producer Companies developed and nurtured by the BRPS**. The agreement will be signed by the respective Producer Companies initially for a period of **Two years** from the date of award, which may be further extended upon satisfactory performance for another period of **one year** on the same terms & conditions or curtailed / terminated at any time before expiry of agreement period depending upon requirement.

3.2. The actual requirement of services, in terms of number of manpower will be finalized on as and when required during the currency of agreement period. The selected Agency would have to provide a panel of sufficient number of middle management personnel, from which Producer Companies would reserve the right to select or return the same for further submission depending on their suitability.

3.3. The Earnest Money Deposit (EMD)/ Bid Security of **Rs 10,00,000 (Rupee Ten Lakh Only),** is refundable (without interest).

3.4. The tenders are invited under two bid system i.e., Technical Bid and Financial Bid. The technical bids are to be submitted on online mode only on or before 00.00.2026. The Technical Bid is to be submitted through online process at https://eproc2.bihar.gov.in

3.5. The **Financial Bid** should be submitted only through online process at https://eproc2.bihar.gov.in.

3.6. The exemption of Tender fee and EMD to the bidders for providing services of manpower will be allowed as per the Government of Bihar Purchase Preference Policy, 2024 and amendments time to time.

3.7. Successful bidder will have to deposit **Performance Security @ 5% of the awarded value within ten (10) days** from the date of issue of LOA, in the form of BG in favour of the **Bihar Rural Livelihoods Promotion Society, payable at Patna"** covering six months in addition to the initial period of agreement i.e., 30 months. On subsequent renewal/ extension of the agreement, the BG shall accordingly be renewed by the successful bidder.

3.8. The tendering agencies are required to enclose duly self-attested copies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ out-rightly rejected and will not be considered for further evaluation. The original documents may be asked for verification from the shortlisted firm(s) after evaluation of the bid(s): -

1. Registration Certificate.
2. Copy of PAN.
3. Copies of the EPF and ESI Registration Certificates (as applicable) issued by the Competent Authority.
4. Copies of the GST Registration Certificate issued by the Competent Authority.
5. Proof of Average Annual Turnover of the firm for the last 3 financial years duly certified by a Chartered Accountant. The CA Certificate must indicate UDIN No. of the CA signing the certificate.

3.9. **The agency should quote its financial bid with due care taking into account all the expenses likely to be incurred on providing manpower service to various Producers Companies developed and nurtured by the BRLPS across Bihar and shall not entertain any separate bill for reimbursement in this regard.**

3.10. In case of breach of any of the terms and conditions of the signed agreement, the Performance Security Deposit of the Agency will liable to be forfeited besides annulment of the agreement and the agency become liable for debarment/blacklisting.

3.11. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.

3.12. Pre-Bid Queries should reach the office of the BRLPS positively one day before the pre-bid meeting date as mentioned either in written form on the letter of bidder or on Email ID. proc.sp@brlps.in. No queries shall be entertained after this date. The written reply to the queries as far as practicable shall be posted on the https://eproc2.bihar.gov.in and official website of BRLPS at www.brlps.in.

3.13. The Technical Bids shall be opened at 03.12.2026 at 04.30 PM and Financial Bids of technically qualified bidders shall be opened on the date to be notified later on https://eproc2.bihar.gov.in and BRLPS's website.

3.14. The **Competent Authority** of the BRLPS reserves the right to cancel any or all the bids without assigning any reason and liability towards any bidder.

3.15. **Technical Bid must be Indexed and page numbered.**

3.16. At the time of bidding, if the bidder doesn't have fully established functional office & bank account in Bihar, along with ongoing similar nature consultancy work orders, then the bidder is not eligible to make the bid & shall not be considered for evaluation; In case of any false submission recognized by the Authority, Action will be taken on the bidder as per Bihar Financial Rules (BFR) & law of land.

3.17. The Bid documents and information furnished by the bidder in their respective bids have to be strictly in prescribed format of RFB and organized properly with indexed page numbers. In No Case Bids with, documents or information furnished in dumped manner shall be considered for evaluation and will summarily be rejected.

3.18. **TECHNICAL BID MUST BE SCANNED COPY OF THE ORIGINALLY SIGNED AND SEALED BID DOCUMENTS ONLY, failing which the bid will be rejected.**

3.19. **All the pages of the tender document must be signed and duly affixed with the rubber-stamp of the firm as an acceptance of all the terms & conditions contained therein, by an authorized signatory.**

3.20. **In case the signatures are made by a person other than Director/Partner/Proprietor or designated Official of the firm, an authority letter in his/her name must be uploaded with the Technical Bid.**

3.21. The service charge to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including benefits etc. as per law. In case of extension of the assignment, quoted service charges will remain the same.

3.22. In cases where the bidder has submitted less or over the prescribed services charges, the financial bids will be rejected. The quoted services charges would be payable on the remuneration payable to the manpower and not the taxes.

4. SECTION-IV

Terms and Conditions of Agreement

General

1. The Validity of the bid shall remain in force for 180 days from the day of opening of Financial Bids.
2. The successful Agency shall not be allowed to transfer, assign, pledge or sub-agreement its rights and liabilities under this agreement to any other agency without the prior written consent of the Producer Company.
3. All the deployed staff shall be on the payroll of service provider (Manpower Supply Agency). Payment to the service provider (manpower supply agency) will be made by the respective Producer Company.
4. The actual requirement of services and in turn the no. of staff, may increase or decrease during the currency of agreement. The selected Agency would have to provide a panel for sufficient number from which Producer Company would reserve the right to select or return the same for further submission depending on their suitability.
5. The bidder shall be bound by the details furnished by them to the BRLPS, while submitting the tender or at subsequent stage. In case, any document furnished by them is found to be false at any stage, it would be deemed to be breach of terms of Agreement making them liable for legal action besides termination of agreement.
6. The Producer Company reserves the right to terminate the agreement any time after giving **thirty-day prior written notice** to the successful agency with whom agreement has been signed.
7. Producer Company may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
8. Service provider will pay the remuneration fixed by Producer Company (not less than Bihar Minimum Wages notified time to time) to the deployed personnel through Adhaar linked Bank Accounts using RTGS/NEFT in their respective Bank accounts under intimation to Producer Company on or before 7th of the succeeding month, without having any reference to the payment of preceding month.
9. Producer Companies shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
10. Every outsourced staff shall be entitled to one day leave (in addition to the holidays declared by Producer Company) for each completed calendar month that can be accumulated up to the end of the calendar year, beyond which such leaves cannot be carried forward. The leave must be availed of with the prior approval of his/her Controlling Officer and un-availed leaves shall not be eligible for encashment. The leave will be treated as casual leave.
11. The outsourced staff shall be required to render services under the supervision of controlling officers of the Producer Company.
12. Agency should arrange to issue a laminated ID Card to each of the outsourced staff deployed by them, containing the photo of the deployed personnel along with other details such as Name, Date of Birth, validity, type of engagement i.e., designation, Name of the Outsourcing agency, place of deployment, etc.

LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED

13. Outsourced staff shall have to assist and carry out routine function as may be assigned by his/ her Controlling Officer. The outsourced staff so deployed shall comply with Company's rules and regulations as may be in force or as amended from time to time.
14. All drawings, documents, data, specifications, standards, manuals etc., issued or made available to outsourced staff shall be used exclusively towards discharging his/ her duties and shall be returned to the concerned authority in the Producer Company without

retaining any copies thereof.

General Liability of Outsourced staff:

The agency shall ensure that:

a. The outsourced staff deployed at Producer Company will maintains complete secrecy and confidentiality about their work assignments.
b. The outsourced staff shall ensure safe custody of all data/ information specific to the respective Producer Company and shall maintain confidentiality in not divulging/ disclosing the same to any third party, under any circumstances.
c. Avoid use of any official information concerning Producer Company for any non-official purpose;
d. The ownership and copyright of all data, drawings, reports and other documents, prepared by the outsourced staff during the discharge of his/ her duties shall rest exclusively with the concerned Producer Company;
e. For the purpose of this Clause "Confidential Information" shall mean any knowhow, as well as any other knowledge, data or information of any technical, commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties.
f. He/ She shall not write to the Producer Company management regarding any personal issues and shall take up with the agency only. However, if any grievances regarding payment of wages in violation of Labor laws are to be made, it shall be addressed to the Board of the Producer Company/CE only.

15. Producer Companies provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.
16. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
17. The agency shall ensure that the individual person deployed to the Producer Company is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
18. The persons deployed shall work as per the office timings of the office in which they are deployed. The persons deployed may be required to attend the office on Holidays or attend office before/ after office working hours based on the exigencies of work for which no additional payment shall be payable.
19. The Agency shall furnish the following documents in respect of the individual Manpower, who will be deployed in the respective Producer Company at the time of commencement of the service agreement:
    a. List of persons to be deployed
    b. Bio-data of all such persons
    c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
    d. Character certificate from two Group "A"/ Class-I officers of the Central/ State Government;
    e. Certificate of verification of antecedents of persons by local Police authority;
    f. Identity Cards bearing photograph.
    g. Aadhar number of the persons deployed (copy of the Aadhar Card may be provided).
20. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to withdraw from deployment of such persons with a substitute with immediate effect.
21. The Agency shall replace immediately any of its personnel who are found unacceptable to the respective Producer Company because of security risks, incompetence, conflict of

interest, improper conduct etc. on instructions of the Officers of the Producer Company.

22. The staff deployed shall be required to report for work to the Competent Authority at daily and would not leave the office during the duty hours. Attendance shall be monitored and all staff deployed shall be required to follow deployed office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions leading to total loss time of more than 1.5 hours, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.
23. The Agency shall depute a coordinator who would be responsible for immediate interaction with the respective Producer Company so that optimal services of the persons deployed by the Agency could be availed without any disruption.
24. The Agency shall immediately provide a substitute in the event of any person absenting from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.
25. BRLPS will make consolidated payment for each person engaged by the agency, against the bill raised by the Agency based on actual attendance of the completed months. No separate payment will be made to either agency or any individual on any account by Producer Company except in cases when the person engaged is deputed for official work wherein payments would be made as per Company's rules and regulations with the prior approval of Competent Authority and the same shall be reimbursed subsequently.
26. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labor Legislations in respect of personnel so deployed in the respective Producer Company. **The persons deployed by the Agency in the** Producer Company **shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the Producer Company.** They shall in no case be entitled for claiming regularization/ employment in the Producer Company, on the basis of having rendered services through the Agreement.
27. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to the persons deployed in the Producer Company. The concerned Producer Company shall, in no way be responsible for settlement of such issues whatsoever.
28. The concerned Producer Company shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
29. The personnel deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, temporary regular/ confirmed employees of the Producer Company during the currency or after expiry of the Agreement.
30. In case of termination of this agreement on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor any relaxation for absorption in the regular/ otherwise capacity in the Producer Company.

LEGAL

31. The Agency will be responsible for compliance of all statutory provisions relating to Bihar Minimum Wages, GST, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in Producer Company. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
32. The Agency shall also be liable for depositing any Taxes, Levies, Cess etc. on account of service rendered by it to the Producer Company to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
33. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of the Producer Company or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
34. Statutory deductions will be made at source as per the applicable laws, as amended from time to time".

35. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Producer Company is put to any loss/ obligation, monetary or otherwise, the Producer Company will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.
36. The agency shall be liable for and shall hold harmless the Producer Company against any liability(s), loss(s), expenses(s), damages, claims, suits, actions demands or proceedings, arising under any law for & on behalf of its manpower deployed in Producer Company and for the act and conduct of its personnel deployed in the Producer Company.
37. All the rights and liabilities of the parties shall accrue from the date of execution of the Agreement.
38. In the event of any dispute arising after the execution of the Agreement, the parties of the agreement will try to settle the dispute amicably. If the parties fail to resolve their disputes amicably, the dispute will be referred to Chief Executive Officer cum Mission Director of BRLPS to resolve the issue. Even if, the parties are still aggrieved, the dispute will be settled by the competent court of law of the respective district only of concerned Producer Company.

39. The Courts in the respective district shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

FINANCIAL

40. The Technical bid should be accompanied with Earnest Money Deposit (EMD) of **Rs. 10,00,000/- (Rupee Ten Lakh Only)** failing which the tender shall be rejected out rightly.
41. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned to them without any interest after signing of agreement with the successful bidder. However, the EMD in respect of the successful bidder shall be returned after submission of Performance Security and signing of agreement without any interest. **In case the selected agency does not undertake the work upon signing of agreement with in a period of 15 days, the agency would be liable to be debarred from future tendering in BRLPS, in addition to forfeiture of EMD/ Performance Guarantee.**
42. In case of breach of any of the terms and conditions attached to agreement, the Performance Security Deposit of the Agency will be liable to be forfeited by the BRLPS without any prior written notice besides annulment of the agreement and the agency become liable for debarring/blacklisting.
43. The agency shall raise the bill, in duplicable, along with attendance sheet (duly verified by Competent Authority of the respective Producer Company) in respect of the persons deployed and submit the same to the competent authority of respective Producer Company in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, Producer Company shall not pay interest on any delayed payment. The payment to the person deployed at the respective Producer Company should be made by the Agency through RTGS/NEFT in the Aadhar linked bank account and the proof of same shall be submitted to the Producer Company each month Producer Company may verify the same and in case of any default, Producer Company shall withhold the payments due to the service provider in addition to taking legal action. BRLPS shall verify the actual payment of statutory payments periodically, and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.
44. The amount of pre-estimated agreed liquidated damages calculated @ 2 times the pro-rata remuneration per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from the monthly bills of the service providing Agency in the following month.

45. BRLPS reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency.
46. The remuneration payable to the Manpower to be deployed and the qualification as well as relevant work experience shall be decided by the Producer Company based on the qualifications experience and the placement agency shall ensure that the deployed Manpower has the requisite experience and qualifications. The Agency will have to furnish an Affidavit that it is in compliance with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
47. All statutory payments such as ESI, EPF, GST etc. are not to be quoted by the bidders, only the administrative/ service charges to be charged by the service provider is to be quoted in column number (c) of the financial bid.
48. Agency should not charge either as registration fee or any other amount from the candidates so deployed. Contradiction of this would be considered as breach of agreement conditions and would be dealt appropriately.
49. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed as certified by Producer Company. Attendance along with certificate for satisfactory performance of the duties shall be provided to the agency for releasing payment to the staff deployed at respective Producer Company.
50. The Agency shall ensure that the remuneration to the deployed staff is released by the 7th of the succeeding month through RTGS/ NEFT and the proof of same shall be submitted each month. Producer Company may verify the same and in case of any default, Producer Company shall withhold the payments due to the service provider in addition to taking legal action.

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5. SECTION-V

SCHEDULE OF REQUIREMENT

Requirements: Producer Companies present requirement, the requisite qualification, experience, remuneration of manpower required are given hereunder. Any change shall be decided and communicated time to time.

Sl. No.	Category of Manpower	Monthly remuneration
1.	Computer Operator – Intermediate with experience of English & Hindi Computer Typing	Rs. 20,000.00
2.	Computer Operator – BCA with 02 years of post-qualification experience	Rs. 25,000.00
3.	Accountant - Intermediate in Commerce with 01 year of work experience.	Rs. 25,000.00
4.	Accountant - B. Com with 03 years of experience	Rs. 35,000.00
5.	Accountant - B. Com with 05 years of experience	Rs. 45,000.00
6.	Multi-Tasking Assistant – Intermediate with knowledge of computer operation	Rs. 18,000.00
7.	Graduate – B.Sc., BA, Agriculture etc.	Rs.25, 000.00
8.	MBA/MCA/B.Tech./B.Tech – Fashion Technology up to 02 years' post qualification experience	Rs. 40,000.00
9.	MBA/MCA/B.Tech./B.Tech – Fashion Technology with more than 02 up to 05 years post qualification experience	Rs. 60,000.00
10.	MBA/MCA/B.Tech./B.Tech – Fashion Technology with more than 05 years of post-qualification experience	Rs. 80,000.00
11.	Other Positions	Mutually agreed rates

On the above positions, some of the outsourced staff are already working, through the present outsourcing agency, which may be required to be continued in the new agreement (who can be registered afresh with the selected agency) as they have gained experience and training in the working of Producer Company.

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6. SECTION-VI

TECHNICAL REQUIREMENT OF THE AGENCY PROVIDING SERVICES OF PROVIDING OUTSOURCED STAFF AT VARIOUS PRODUCER COMPANIES

6.1. The bidder should fulfill the following technical specifications and furnish self-attested copies of documents in evidence of compliance with the specifications: -

a. The Registered Office or one of the Branch Offices of the Agency should be located in Bihar. **At the time of bidding, if the bidder doesn't have fully functional office & functional bank account in Bihar, along with ongoing similar nature work, then the bidder is not eligible to make the bid & shall not be considered for evaluation; In case of any false submission recognized by the BRLPS, Action will be taken on the bidder as per Bihar Financial Rules & law of land.**

b. The Agency should be registered with the appropriate registration authority for providing manpower supply on outsourced basis.

c. The agency should be registered under GST Act.

d. The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

e. Copy of PAN card.

f. Bidder should have a Labour License under Contract Labour (Regulation and Abolition) Act-1970 issued by appropriate government.

g. The average Annual Turn Over of the company for the last three financial years i.e. 2022-23, 2023-24 & 2024-25 should not be less than Rupees 2.5 crore (Rupee Two crore, fifty lakhs Only). Certificate of Average Annual Turnover should be from CA having UDIN No of the CA.

h. Experience of having successfully completed at least three assignments in a government department/PSU/Government Autonomous Body/Local Bodies out of which one work of similar nature should not of less than Rs. 1.0 crore value.

i. Satisfactory service certificate issued by the Principal Employer in respect of (h) above indicating the value of the agreement. If value of the agreement is not indicated in the performance certificate the same shall not be considered as a valid certificate.

j. The Bid documents and information furnished by the bidder in their respective bids have to be strictly in prescribed format of RFB and organized properly with indexed page numbers. In No Case Bids with, documents or information furnished in dumped manner shall be considered for evaluation and will summarily be rejected.

6.2 Self Attested copies of the documents indicating compliance with the above specifications/ requirements should be uploaded along with the Technical Bids.

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EVALUATION OF BID:

The responsive bids will first be evaluated for technical competence in the following manner:

Evaluation of bids (qualifying only)

A minimum score for Technical Bid (Tn) of 70 (out of 100) is required to qualify in the technical bid evaluation for all the bidders except bidders who fulfill the eligibility criteria as per Bihar Purchase Preference Policy, 2024 and amendments time to time.:

Sl. No	Parameters	Supporting document	Marks Allotted
1.	The bidder should be an established manpower supply company and should have been in operation for a period of at least 5 years as on 31st March 2026.	1. Certificate of Incorporation with Memorandum of Association (wherever applicable) 2. Registration for GST 3. EPF Registration with up-to-date deposited Challan with payment slip 4. ESI Registration with up-to-date deposited challan with payment slip.	10
2.	Agency should have minimum Annual Average Turnover of Rs. 2.5 Cr. in the last three financial years i.e. 2022-23, 2023-24 & 2024-25 • Minimum 2.5 crore = 10 marks • More than 2.5 crore = 20 marks	Certificate from Chartered Accountant having UDIN Number	20
3.	The bidder should have similar experience of working in at least three govt. organizations/govt. projects/ Societies / Public Sector Undertakings/Banks/Local Bodies of India wherein one single contract should not be less than 1.0 crore value. • 1 project: 10 Marks • 2 projects: 20 Marks • 3 projects: 30 Marks • More than 3 projects: 40 Marks	Work order/Contract Agreement with completion certificate issued by the client	40
4.	Bidder should have a Labour License under Contract Labour (Regulation and Abolition) Act- 1970 issued by the Government of Bihar.	Signed photocopy of valid license should be attached.	**10**
5.	The bidder should have ISO 9001:2015 or OHSAS 18001:2007/ISO 45001:2018 • For ISO 9001:2015 or OHSAS 18001:2007 / ISO 45001:2018certificate = 05 Marks • For ISO 9001:2015 and OHSAS 18001:2007/ ISO 45001:2018 certificates = 10 Marks	Photocopy of valid certificate duly signed and stamped	**10**

6.	Bidder must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India/State Government	Notarized Undertaking should be uploaded	**10**
		Total Marks	**100**

a. Financial bids of only such bidders shall be opened who have scored 70 or more marks out of 100 for all the bidders. Bihar Purchase Preference Policy, 2024 and amendments time to time, will be applicable in the technical evaluation and award.

b. Financial bids of only the technically qualified bidders shall be opened.

c. Evaluation will be done based on least cost method (LCS). In case of tie in the minimum quoted rate, lottery system will be adopted among bidders quoting the same rate for finalization of the award as per Government of Bihar Gazette Notification No. 251 dated 24-03-2023.

Annexure-I

APPLICATION- TECHNICAL BID

(Filling up the information as per prescribed format & furnishing all the documentary evidence is mandatory)

Name of work: Hiring of Manpower Placement Agency for providing services of Outsourced manpower on monthly basis for various Producer Companies developed and nurtured by the BRLPS across Bihar.

1. Name of Tendering Company/Firm/Agency: … … … … … … … … … … … … … … … …

   (Attach certificate of registration)

2. Name of Proprietor/Director of Company/Firm/Agency: … … … … … … … … … … … … … … …

3. Full Postal Address of Regd. Office: …

   …
   Telephone No/ Mobile no.: ……..……
   FAX No.: ……...

   E- Mail Address: ……

4. Full Postal Address of Office in Bihar: ……..……

   ……

   Telephone No. … … … … … … … … …
   FAX No. … … … … … … … … … … …
   E- Mail Address … … … … … … … …

5. (a) Banker of Company/Firm/Agency: ……

   Full Address: ……

   ……

   (attach certified copy of statement of A/c for the last three financial years or balance sheet of the company for last duly certified by CA with UDIN No.)

   (b) Telephone Number of Banker: ……

6. PAN No…… (attach attested copy)

7. GST Registration No. …… (attach attested copy)

8. E.P.F. Registration No. …… (attach attested copy)

9. E.S.I. Registration No. ……(attach attested copy)

10. Financial turnover of the tendering Company/ Firm/ Agency for the last three Financial Years with documentary proof and certificate of the Chartered Accountant thereof with UDIN No. of the CA. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any	Page Nos.
2024-25			
2023-24			
2022-23			

11. Give details of the major clients served/ presently being served by tendering Company/Firm/ Agency in the following format:

(If the space provided is insufficient, a separate sheet may be attached)

Sl. No.	Details of client along with address, telephone Numbers and emails address	Amount value of Agreement (Rs. In Lacs)	Duration		Page Nos.
			From	To	
1.					
2.					
3.					
4.					
5.					
6.					

12. Copy of client satisfactory completion certificate for the works of similar nature.

Sl. No.	Details of client along with address, telephone and email etc.	Agreement value (Rs. In Lac)	Page number of the attachment			
			Page No.	Page No.	Page No.	Page No.

13. Length of experience of providing manpower services i.e. providing manpower to reputed Government Departments/ Public Sector Companies etc.

Sl.No.	Providing Services Since	Copy of work order	Page Nos.
a.			
b.			
c.			

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

Signature of authorized person

Date:
Place:

Name:
Seal:

DECLARATION

1. I, ... Son/ Daughter/ Wife of Shri..... Authorized signatory of the company/ agency/ firm mentioned above, is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. I, undertake to indemnify BRLPS against any loss incurred by BRLPS due to any act of omission or commission by the manpower deployed in the Producer Company through my Company/ Agency/ Firm.
4. My Company/ Agency/ Firm has not been blacklisted/ debarred from participating in tender of any Ministry/ Department/ PSU of Government of India as on date of bid.

5. 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 (s)

Date: **Name:**

Place: **Seal:**

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1.

1. Application – Technical Bid.
2. Attested copy of the Registration Certificate.
3. Attested copy of PAN Card.
4. Attested copy of the GST registration letter/ certificate.
5. Attested copy of the PF registration letter/certificate.
6. Attested copy of the ESI registration letter /certificate (as applicable).
7. Certified document in support of financial turnover of the agency during the last 3 financial years.
8. Copy of the terms and conditions at Section -3 to Section-6 in 'Tender Notice' with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Annexure-II

FINANCIAL BID FORM

<table>
<tr><td colspan="3">Tender Inviting Authority: Chief Executive Officer cum Mission Director</td></tr>
<tr><td colspan="3">Name of Work: Hiring of Manpower Placement Agency for providing services of Outsourced manpower on monthly basis for various Producer Companies developed and nurtured by the BRLPS.</td></tr>
<tr><td colspan="3">Bid No: BRLPS/……</td></tr>
<tr><td colspan="2">Bidder Name:</td><td></td></tr>
<tr><td rowspan="2">a</td><td rowspan="2">Service Charge [Between 3.85% to 7%] As per Government of Bihar Gazette Notification No. 251 dated 24-03-2023</td><td>To be quoted in % of the amount payable as in (a) above</td></tr>
<tr><td>In words_____%</td></tr>
<tr><td></td><td>GST</td><td>Not to be quoted by the bidder. It shall be paid as per relevant rules and applicable rate.</td></tr>
</table>

Note

1. The service charge to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The service charge so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies etc.
2. In cases where the bidder has submitted “LESS OR HIGH” service charge, the bid shall be treated unresponsive and will not be considered for financial evaluation.
3. Evaluation will be done based on least cost. In case of tie in the minimum quoted rate, lottery system will be adopted among bidders quoting the same rate for finalization of the award as per Government of Bihar Gazette Notification No. 251 dated 24-03-2023
4. Producer Company shall bear the expenses of employer contribution towards ESI & EPF as applicable as per Govt. rules from time to time.
5. In no case bidder should reveal figures/percentage of financial bid as a part of technical bid. If found, the bid will not be considered for evaluation and will be summarily rejected.

UNDERTAKING

I submit the Financial Bid for Hiring of Manpower Placement Agency for providing services of Outsourced manpower on monthly basis for various Producer Companies developed and nurtured by the BRLPS.

2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Tender document and agree to abide by them.
3. I also undertake and understand that my bid shall be liable to be rejected if I/ we violate any of the terms and condition of this bid and any other statutory provisions relating to labour laws/ other statutory provisions in connection with supply of manpower/or does not fulfil the eligibility criteria of the bid.

(Signature and sealed of the Bidder/Authorized representative)

Signature of authorized person(s)

Date: Name:

Place: Seal:

Annexure-III

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

Sl.No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold Producer Company responsible.

(Signature(s) of account holder(s))
Name(s) of Account holder(s)

SIGNATURE OF BIDDER/ Authorized representative

Annexure-IV

FORM OF BANK GUARANTEE FOR BID SECURITY

WHEREAS _____ (Name of Bidder) (hereinafter called the Bidder) wishes to submit his Bid for herein after called "the Bid" KNOW ALL MEN by these present that we _____ (Name of Bank) of_____ (Name of country) having our registered office at (_____) (hereinafter called the "Bank") are bound unto Bihar Rural Livelihoods Promotion Society. (hereinafter called "the Authority") in the sum of the Rs. _____ (Rupees _____) *for which payment can truly be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day _____ of _____ and undertake to pay the amount of _____ Rs._____ to the employer upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

Or

(ii) If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of Bid validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Authority up to the above amount upon receipt of his first written demand, without the Authority having to substantiate his demand, provided that in his demand the Authority will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date ….. days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by the Authority, at any time prior to the closing date for submission of the Bidders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

This guarantee shall also be operatable at our …… Branch at Patna, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____(Rs. _____in words) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is served upon us on or before _____all our liability under this guarantee shall cease.

Bank Guarantee has been sent to authority's bank through SFMS gateway as per the details below: -

SL.NO.	PARTICULARS	DETAILS
1	Name of Beneficiary	Bihar Rural Livelihoods Promotion Society
2	Beneficiary Bank Account No.	8531101010676
3	Beneficiary Bank Branch	IFSC CNRB0008531
4	Beneficiary Bank Branch Name	CANARA BANK, BSEB, Vidyut Bhawan, Patna
5	Beneficiary Bank Address	Canara Bank, BSEB, Vidyut Bhawan, Patna.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

EMPLOYEE CODE NUMBER SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY) _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

Annexure V

(Terms and conditions for deployment of Outsource Manpower)

Ref No: ……
Date: ……

To

Mr/Ms. _____

Dear Mr/Ms.

Sub: Fixed Term Deployment Letter

In response to your application for the position in our organization, we are glad to offer you an appointment in our organization (Name of the Manpower agency), in the capacity of (Name of the post deployed for) for a fixed period of employment (Agreement).

The terms of your employment shall be valid for the period from ---------- to ----------(not beyond the agreement period of the manpower agency). Notwithstanding this, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this agreement shall be co-terminus with the project/work. Your service shall be ceased automatically at the end of the closing of working hours of ----------, unless extended and communicated to you in writing. You will be working with us on the following terms and conditions:

1. Your total monthly Gross Salary would be Rs. ---------- (Rupees: ----------) all inclusive.
2. Deduction of Income Tax, Professional Tax, Provident Fund, ESIC (as applicable) & other statutory deductions shall be made as per applicable provisions.
3. You will be required to render service with our Client **(Name of respective Producer Company)** (here in after referred to as Client) as per their requirement at their project sites in India.
4. Your place of posting will be (Name of Producer Company with postal address)
5. The organization reserves the right to vary the terms of your engagement for the Fixed Term period project after giving you notice as may be and if required under existing rules or law.
6. The organization has the right to transfer you to any of its branches existing at present or Office or branches likely to open in future anywhere in Bihar, in the interest of the organization's business. You shall be governed by the conditions of service or rules and regulations that may be prevailing in the place to which you may be transferred.
7. You are required to report and be present at the designated location during the working hours required and abide by the rules and regulations as required by the Client. You shall observe the timings as intimated to you by the client, where you are deputed, from time to time. You have to be regular in attendance. However, you may have to attend your duties as and when required in shifts, on holidays or Sundays in accordance with the exigencies, for which no extra payment will be made. You will have to work for such extra time as may be necessary to fulfill your obligations. You are not expected to remain in the office premises after completion of your assigned work unless approved by the client. The organization / client is authorized to remove you from the premises, if the client considers it undesirable or being not in the interest of the organization and or its employee's and workmen.

8. You will be required to report for work to the Competent Authority in deployed office daily and would not leave the office during the duty time. Attendance shall be monitored in the Attendance Register and you shall be required to follow deployed office timings. In case, you are absent on a particular day or comes late/leaves early on three occasions, one-day pro-rata remuneration shall be deducted or any other action as deemed fit may be taken.
9. You may be required to travel for official duties outside your place of work (project site) and may be entitled to payment of travel and travel related costs as per the norms set up by the Producer Company.
10. You will be responsible for maintaining the secrecy and confidentiality and not divulge/ disclose to anyone the information obtained by you during the course of executing your fixed term period.
11. You shall disclose to the organization any act of bad faith committed by a fellow colleague or any such act or omission which comes to your knowledge and which you consider to be detrimental to the interest of your organization's/Clients' business.
12. You will make your own arrangements for accommodation, local transport, etc. and you will not be eligible for any additional reimbursement in this regard.
13. Your services can be terminated without notice and inquiry, under the following conditions:

    a. In case your performance is found to be unsatisfactory, or you are found violating any disciplinary norms of the organization or our client.
    b. You remain absent from duty without proper approval from Client Manager/T&M.
    c. In case the Client project/process/Line of business/Business Unit/Business Activity comes to an end.
    d. In the event of rejection by the Client, dishonesty, disobedience, absence from duty without permission or any other act considered detrimental to the interest of the organization/client, or violation of one or more terms of this appointment for fixed term period.
    e. Any activity leading to formation of groups which the organization may feel that such groups may hamper the work, peace and general client relationship.
    f. Any activity resulting in loss of work at our organization or its client premises or purposive delay of work, at an individual capacity or in conjunction with other colleagues, will be treated as an in disciplinary act and may result in termination of your service without notice or inquiry, with immediate effect.
    g. In case any information/particulars provided to our organization or its Client during and after your appointment for fixed term engagement project is false and misleading.
    h. In case of any Criminal Record or Criminal Proceedings initiated against you.
14. You shall observe the standards of cleanliness, decorum, safety, health and general discipline laid down by the organization or client. You will follow the applicable safety rules of our client and be responsible for the security and protection of our client's materials and equipment from loss or damage.
15. You will comply with our clients' rules and regulation including any subsequent changes or instruct whenever applicable as may be issued from time to time concerning health, safety and welfare.
16. In case, you commit any act of Omission/Commission which amounts to misconduct /indiscipline/incompetence, you will be liable to take appropriate disciplinary /legal action against such persons, including their removal from site of work, if required by the Client/BRLPS.
17. You agree to defend, indemnify and hold (Name of the agency) or the Client harmless from any and all claims, damages, liability, attorney's fees and expenses on account of your failure to satisfy any of your obligations under this work assignment letter or for misconduct or for violation of any law or creation of any legal liability by you.
18. Any dispute between you and (Name of the agency) shall be settle amicably. Client shall not be responsible for this in any manner.
19. You shall not perform any service for the organization while under the influence of alcohol

or any unprescribed controlled substance. The possession of alcohol unprescribed controlled substance, drug or paraphernalia, firearms, explosives, weapons and other hazardous substance or articles are prohibited on the organization's / client's premises. In case you are found in possession of any of the aforementioned substances, you will be liable to be dismissed with immediate effect, without any notice and legal action may be taken.

20. You are expected to remain with the Client for full period of engagement of work assignment mentioned above. By signing this agreement/engagement letter of work assignment, you acknowledge that breach of any one or more of the clause/ points of this agreement / letter will result in irreparable harm to Client and to our organization for which damages would be an inadequate remedy. Therefore, in the event of such breach, and in addition to its right and remedies otherwise available at law, Client and our organization shall be entitled to equitable relief.
21. Any damage caused by you at client's place or organization intentionally/ unintentionally resulting in damage / loss of property or equipment or any tangible / intangible items / assets etc. will be dealt severally and you will be liable for damage or loss.
22. Your nature of relationship with (Name of the agency) will be that of agreement of service for a fixed period. By executing this letter neither do we offer you employment with (Name of the agency) nor you will not claim for any form of employment with our client or us (Name of the agency) directly / indirectly or through any legal / illegal source.
23. In the event of you're not being able to perform your assignment due to a disability or any other reason; you will be required to return to our organization, at the discretion of the management.
24. Except for expiry of the Work Assignment due to completion/expiry of the same or in respect of a Work Assignment of one week or a lesser period of time, either party may terminate this Work Assignment Letter by issuing 30-day notice in writing or payment thereof. In case, you terminate the work assignment the organization may refuse to accept your termination till your charges are properly handed over and a clearance certificate is obtained from the client. Settlement of your dues would be subject to clearance (No Dues Certificate) from the Client Manager.
25. On or before joining you must furnish the followings:
26. Bio-data of the person

    2. Attested copy of the Certificates and documents showing age, educational Qualifications and experience,
    3. Character certificate from two Group — A /Class-I officers of the Central /State Government,
    4. Certificate of verification of antecedents of persons by local police authority,
    5. Identity Cards bearing photograph,
    6. "Aadhaar" number of the persons deployed,
    7. Medical Fitness certificate from registered Medical Practitioner.

2. It is hereby clarified that if you fail to submit the ESIC, PF, etc nomination forms together with any other document as required under the applicable labour legislations, (Name of the agency) shall not incur any liability with regards to any Claims under the said applicable labour legislations.
3. Details of your salary breakup will be as per the Annexure attached herein. You hereby authorize (Name of the agency) to make all salary payments required to be made to you by (Name of the agency) including all reimbursements either by way of Bank Transfer by directly crediting the amounts to your bank account linked with Aadhaar.
4. In case you decide to leave the organization, you have to give one month's notice in writing to the organization. Period of notice will be reckoned from the date of acceptance of resignation letter in writing.

draft

5. If the performance not found suitable then the performance will be viewed daily for period of three months, if your services are not found suitable then service will be terminated with immediate effect further without any notice period.

In case, the above terms and conditions are acceptable to you, please sign at appropriate place on a copy of the this offer of fixed term period engagement, in token of you having understood, accepted and agreed to the same. In case we do not receive your acknowledgement copy within a period of 15 days from the date of joining, your assignment at (Name of the agency), with the acceptance of your first salary from (Name of the agency) will be conclusive proof of your acceptance in accordance of terms and conditions.

We wish you the very best in your assignment with us.

Yours sincerely,

(Name of the agency).

(Authorized Signatory)
Encl: As above

I confirm my appointment on the above terms and conditions, which have been read and understood by me / have been explained to me in language known to me and I agree to abide by all the above terms and conditions.

Signature _____ Date _____

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