



Bihar Animal Sciences University

Bihar Veterinary College Campus, Patna - 800 014,
Bihar



NOTICE INVITING e-TENDER

(Through e-Procurement mode only over (<https://www.eproc.bihar.gov.in>))

Tender Notice No:81(Part)/Reg/Rect/BASU,Patna

Date: 12/11/2020

Bihar Animal Sciences University (BASU), Patna invites online tender (<https://www.eproc.bihar.gov.in/> BELTRON in Two-tier Bid System (Technical Bid and Financial Bid) from the reputed Firms for "Supply of outsourced manpower to College of Fisheries, Kishanganj. The locations of the manpower required in the College of Fisheries, Kishanganj.

| S. No. | Scope of work | Cost of tender document (In Rupees) | Tender processing Fee (Non-Refundable) (inclusive of GST @18.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/, Credit Card/Debit card) (in Rupees) | Earnest Money Deposit (In Rupees) |
|--------|---|---|---|-----------------------------------|
| 1 | 2 | 4 | 5 | 6 |
| 01. | Supply of outsourced manpower to College of Fisheries, Kishanganj | Nil, bidder may download the tender document from https://www.eproc.bihar.gov.in | Rs 1180.00 | Rs 1,00,000.00 |

Tender Schedule / Programm for both the tenders::

| S. No. | Activity | Date/Time : Duration |
|--------|--|--|
| 1. | Online Download of Tender documents | From 17.11.2020 to 16.12.2020 (15:00 Hrs.) (https://www.eproc.bihar.gov.in) |
| 2. | Bid Clarification Date and Time (Pre-Bid Meeting) | 24.11.2020 on 15.00 Hrs. in the Conference Hall N. 02 of Bihar Veterinary College, Patna and |
| 3. | Date and Time for submission/ uploading of offer/Bid | 17.12.2020 Up to 15.00 Hrs. (https://www.eproc.bihar.gov.in) |
| 4. | Submission of EMD in Hard Copy/ Original | Before the time of opening of technical bids in the office of Registrar BASU, Patna |
| 5. | Date & Time for opening of Technical Bid | 18.12.2020 at 14: 00 Hrs. (https://www.eproc.bihar.gov.in) |
| 6. | Contact person/Nodal Officer for queries | Dy. Registrar, Bihar Animal Sciences University, Patna |
| 7. | Financial Bid Opening Date and Time | Date to be announced later by Competent Authority. |

Tender document along with detailed descriptions of the instructions for submitting the above two separate tender can be downloaded from e-Procurement Portal (<https://www.eproc.bihar.gov.in>). and BASU website www.basu.org.in.

- Tender Processing Fee (TPF) amount to be paid while requesting (Last Date and Time of Requesting) of the tender on e-Procurement Portal (<https://www.eproc.bihar.gov.in> through e-Payment modes (i.e. Internet Banking, Credit / Debit Card,) only.
- Bids along with necessary online payments (Tender Processing Fee) must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc. in the online standard formats given in e-Procurement Portal (<https://www.eproc.bihar.gov.in>) at the respective stage only.
- The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificates/documents in the e-Procurement Portal (<https://www.eproc.bihar.gov.in>).
- The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- EMD must be enclosed with the hard copy of Technical Bid of the Tender in the form of Demand Draft from any Nationalized Bank in favour of FINANCE COMPTROLLER, Bihar Animal Sciences University, Patna. EMD should be paid through manual mode only. No interest is payable on Bid Security. Tenders without EMD shall be summarily rejected.
- In the event of any of the above-mentioned dates being declared as a holiday/closed day for BASU, Patna, the tender will be opened on the next working day at the prescribed venue and time.
- Tenderers need not to be present at the time of opening of tender as all procedures will be done in online mode <https://www.eproc.bihar.gov.in/BELTRON>
- For support related to e-tendering process, bidders may contact at the following address "e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna- 800001. Ph. No: 0612-2523006, Mob- 7542028164" or may visit the link "Vendor Info" at (<https://www.eproc.bihar.gov.in>).
- Corrigendum/ Addendum, if any, will be published on the departmental website www.basu.org.in and e-Procurement, Bihar <https://www.eproc.bihar.gov.in> itself.
- This Tender Enquiry Document is not transferable.
- Contract will be awarded initially for a period of one year to the successful bidder. This period may be extended further on satisfactory performance. The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of requisite amount as applicable in Bihar State.
- Backing out before actual award or execution of agreement, BASU will have the right to forfeit the earnest money in full.
- BASU reserves the right to reject all the applications/bids without assigning any reasons whatsoever


 Registrar
 Bihar Animal Sciences University





TENDER DOCUMENT

FOR

SUPPLY OF OUTSOURCED MANPOWER



COLLEGE OF FISHERIES, KISHANGANJ

BIHAR ANIMAL SCIENCES UNIVERSITY,

Handwritten signature in blue ink.

Handwritten checkmark.

Handwritten signature in black ink.

1. Scope of Work and General Instructions to Bidders

Bihar Animal Sciences University intends to engage a reputed, well established and financially sound Manpower Supplying Agency, registered with appropriate authorities for supply of outsourced manpower to perform assigned jobs. The College of Fisheries, Kishanganj, BASU has tentative requirement of approximately 30 manpower in different cadres . Salary of outsourced staff will be as per Bihar state minimum wages act as mentioned in the *Annexure III*. However, the number of staff may increase / decrease based on College of Fisheries, Kishanganj requirements in different Units .

The post-wise scope of work is as under:

| S.No | Name of Category | Scope of Work |
|------|---|--|
| 1 | Highly Skilled Computer Operator | All typing works in different Units of CoF, Kishanganj, BASU. File handling and Record Keeping , Letter writing , and any other work assigned by the unit Incharges. |
| 2 | Skilled (Cook, Electrician, Plumber, Drivers, Typist / LDC) | Cook All cooking works in CoF, Kishanganj, BASU and any other work assigned by the unit Incharge. Electrician All electrical works in CoF, Kishanganj, BASU and any other work assigned by the unit Incharges. Plumber All Plumbing related works at CoF, Kishanganj, BASU and any other work assigned by the unit Incharges. Driver Driving of official vehicles , Bus, regular cleaning of vehicles, mainitining Log books of Vehicles and any other works assigned by the Unit incharge/ officers attached. Typist/LDC All typing works, diary dispatch works, and any other work assigned by the Unit Incharges. |
| 3 | Unskilled (Sweepers, Mali, Messenger, Farm Labour, and others Multi Task worker unskilled labour) | Sweepers All sweeping and cleaning work in CoF, Kishanganj, BASU. Maali All Gardining works, including Grass cutting, management of Plants and Gamla, Cleaning of Lawns and any other work assigned by the Unit Incharges at CoF, Kishanganj, BASU. Messengers (MTW) Distribution of dak, and all peon related work at CoF, Kishanganj, BASU. Farm Labour and others All labour works at CoF, Kishanganj, BASU and any other works assigned by the Unit Incharges. |



2. General Instructions to Bidders

- i) The firm/contractor should provide the personnels as per qualifications and experience mentioned against each category of the posts for required works as determined by BASU for CoF, Kishanganj, BASU. The staff to be engaged will be selected through interview in the presence of Dean, CoF, Kishanganj, BASU. The firm has to submit copies of all the certificates/documents of each manpower to CoF, Kishanganj, BASU.
- ii). The staff deployed by the contractor/firm for the work is required to be regular in attending the office/task assigned and an alternative arrangement has to be made by the concerned agency whenever anyone of the staff is to go on leave/weekly rest under intimation to this office.
- iii). The staff provided should maintain discipline in the premises of CoF, Kishanganj, BASU and is required to be present on duty for 8 hours in the office/field as per requirement of CoF, Kishanganj, BASU, including half an hour lunch break during working days. The workmen may be called on duty even on Sundays and other gazetted holidays, if required. However, they will be entitled for other leave as per the applicable labour laws for manpower services.
- iv) If the contractual staff deployed by the contractor is not found on duty during the prescribed working hours, punitive action at the discretion of authority will be taken. The personnel to be deployed will be given paid weekly off as per provision of labour laws.
- v) The persons should be citizen of India and should not have attained the age of 55 years at the time of engagement. For retired government servants, the upper age limit will be 65 years at the time of engagement. However, age limit will be relaxable for especially suitable candidate at the discretion of the University.
- vi) Reservation in jobs will be as per Government of Bihar rules. Detailed job-wise reserved positions will be informed to the contractor with the supply order. The contractor will be responsible for supply of sufficient proportionate number or reserved category candidates as per demand of the University.
- vi) Necessity of the continuance of particular job may be reviewed after every 89 days or any timeframe decided by the University and if not found necessary, the job will be discontinued or replaced otherwise may be allowed to continue for next 89 days or any period as decided by the University with 01 day compulsory break in engagement. However, one can be replaced any time by the CoF, Kishanganj, BASU, Patna without any formal proceedings, without any prior notice and without assigning any reason.
- vii). Any kind of loss of the Govt. property due to negligence of the contractor's manpower, will be deducted from the contractor's bill of that or subsequent month.
- viii). During the contract period, CoF, Kishanganj, BASU will not be responsible for any miss-happening with the contractual manpower just like Snake bite, Skin disease or any accident/injury (including death) of the persons engaged and it will be full responsibility of the contractor for paying any compensation or any claim to the family of such persons during the contract period or later on awarded by any Court/Tribunal/Arbitrator etc.
- ix) The contractor will issue identity cards to his/her manpower.
- x) The contractor offered the contract will have to maintain an Attendance Register as per Format of CoF, Kishanganj, BASU and the same shall be made available to the concerned HOD/Incharge Sectional/Nodal Officer under whom the services will be provided. The contractor has to mark/close the absentee/presence statement every day on the Register based on which the concerned end user will verify the bill.
- xi). The agreement is terminable with one month notice at the discretion of CoF, Kishanganj, BASU.
- xii). The contractor shall not sublet the work without prior written permission of CoF, Kishanganj, BASU.
- xiii). The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- xiv). There will be no employer-employee relationship between CoF, Kishanganj, BASU and the persons so engaged by the contractor in the aforesaid service(s).
- xv) Payment for service contract will be made monthly upon submission of pre-receipted bills and after making payments to the concerned departments i.e. EPF/ESIC etc. through RTGS only.
- xvi). The bidder should quote the rate in the financial bid in respect of all services covered under this contract. No request for alteration in the service charge once quoted will be permitted during the contract period.
- xvi) The firm has to quote only the "Service Charges" per person per month in rupees and other liabilities, if any, to be levied by them for providing the services. TDS as applicable will also be deducted from the bill of the contractor at source. Though the rates of DA and other allowances & EPF/ESIC may be revised by Govt. from time to time, no change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances.
- xvii). The contractor will discharge all his legal obligations in respect of the workers/supervisors to be deployed by him for execution of the work. The contractor shall indemnify and CoF, Kishanganj, BASU will not be responsible for any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Competent Authority shall be final and binding on the Contractor.
- xix) Income Tax shall be deducted from the payments due for the work done as per rule and any other tax payable shall be paid by the contractor also.
- xviii). Changing of Contractual Staff should be intimated to the Dean, CoF, Kishanganj, BASU.
- xx). The contract is subject to the condition that the tenderer will comply with all the laws and acts of State Govt. relating to this contract made applicable from time to time.
- xxi). Payment of the wages to the persons deployed by the Agency/Contractor has to be made through RTGS only on or before 7th day of succeeding month to the account of worker and copy of payment sheet duly signed by

authorized signatory of the Agency/Contractor should be made available to the Indenting Officer every month before verifying the monthly bill. However, in case, the payment to contractual workers is delayed, for whatsoever reason, beyond 07th day of the succeeding month, penalty @ Rs.1000/- per day will be imposed and deducted from the bill of the contractor. If the delay is repeated on more than three occasions, suitable punitive action, including debarment/blacklisting/termination of the contract will be initiated.

xxii). The Agency/Contractor shall display a copy of the license promptly at the work premises.

xxiii). a) Successful tenderer will have to enter into a detailed contract agreement with BASU on non-judicial stamp paper of Rs 1000/-. b) The successful bidder awarded the contract will have to submit a **Performance Security equivalent @10% of the total annual value of the tender** (initial value of the contract in the form of Bank Draft/TDR/FDR (pledged to BASU, Patna) which should be valid for a period of (12+2) = 14 months from the date of contract and which will be refunded to the contractor after successful completion of the contract and after discharging all the liabilities arises during the concurrency of the contract. In case, the contractor fails to discharge the liabilities of the contract or if the contractor fails to complete the contract successfully, the performance security as a whole or by a proportionate part will be realized from the performance security at the discretion of the CoF, Kishanganj, BASU.

xxiv). The Competent Authority, BASU, Patna reserves the right to reject any or all Tenders in whole or in part without assigning any reason therefore. The decision of Competent Authority, BASU, Patna shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

xxv). The tenure of the Contract will be for a period of 12 months which may be extended, if required.

xxvi). Risk Clause: BASU reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Performance Security or pending bills or by raising a separate claim.

xxvii). Submission of Bills along with ECR for EPF/ESIC payment to Contractual Workers, the firm awarded the Contract has to furnish ECR for EPF/ESIC for Contractual Workers separately every month to Dean, CoF, Kishanganj, BASU, without mixing the same with other organizations, failing which the bills will not be entertained.

3 Present requirement

| Manpower for CoF, Kishanganj, BASU | | | |
|------------------------------------|--------------------------------------|--|-------|
| S.No | Category of Manpower | Required Qualification/experience/Skill | Total |
| 1 | Highly Skilled Computer Operator -01 | Bachelor degree with DCA/Bachelor in Computer Application and two years' working experience as computer operator in Govt./ Semi Govt. / Pvt. Minimum typing speed of 25 words in Hindi and 30 words per minute English is mandatory. | 01 |
| 2 | Skilled | | 08 |
| | Drivers 02 | Matriculation from a recognized Board. Must possess a valid driving license for LMV/HMV motor vehicles issued by the competent authority. Knowledge of motor mechanism (The candidate should be able to remove minor defects in vehicles.) Experience of driving motor vehicles for at least 5 years | |
| | Plumber -01 | Matriculation from a recognized Board. and competency in Plumber work with two years' experience in concerned field | |
| | Electrician -01 | Matriculation from a recognized Board and competency in electrical work with two years' experience in concerned field | |
| | Cook -02 | Matriculation from a recognized Board and competency in cooking with two years' experience in concerned field | |
| | Typist -02 | Intermediate from a recognized board/ university and Diploma in Computer Application with computer typing minimum speed of 25 words in Hindi and 30 words per minute English is mandatory. 2 Years' experience in concerned field in a Govt./ Semi Govt. /PSU / Pvt. Ltd company | |

Handwritten signature and initials

Handwritten signature

| | | | |
|--------------|---|---|-----------|
| 3 | Unskilled Manpower including multi Task Workers | | 21 |
| | Messengers, peon, Gardener Farm Labour and Sweeper etc.-21 | 8 th pass with 2 years' experience in concerned work in Govt./Semi Govt./PSU/Pvt ltd Company. | |
| Total | | | 30 |

4. Qualification Criteria for Bidder:

Followings are qualification criteria. Interested firm is required to enclose document/ certificate and affidavit (as applicable in this regard).

1. The bidder shall deposit an amount of Rs. 1,00,000.00/- (Rupees one lakh only) as Earnest Money in the shape of Bank Draft/Bankers Cheque from Nationalized or commercial Bank payable to Finance Comptroller, BASU, Patna.
2. The agency must have registration certificate under the Company's Act, 1956 or under other suitable provision for Job work for Manpower.
3. The agency must have Registration under Contract Labour (Regulation and Abolition) Act 1970.
4. The agency must have ISO 9001:2015 certificate.
5. The agency must have certificate (with a list of clients) of experience of at least three years above in providing similar manpower to the reputed Govt. organizations / companies in India, 'In case micro and small enterprises will not meet out prior turnover and experience criteria, the same may be relaxed for micro and small enterprises by the competent Authority.
6. The Agency must have registration certificate under Bihar Shop & Establishment Act, 1953
7. Agency must have registration certificates of EPF, ESIC, GST and PAN under the relevant laws.
8. Agency should be registered under latest labour law of the state/Centre.
9. Agency must have an annual turnover of not less than 5 crores in each year in providing Manpower during the previous three Financial Years of 2017-18, 2018-19 and 2019-20 supported by balance sheet and profit and loss account. In case micro and small enterprises will not meet out prior turnover and experience criteria, the same may be relaxed for micro and small enterprises by BASU Authority.
10. Agency must have minimum one thousand manpower on its pay-roll as per duly certified documents.
11. There should be no case pending with the police against the Company and should not have been blacklisted by any State/Central/PSU/Private organization etc. corroborated by a notarized affidavit to this effect.
12. Self-certificate should be provided that agency will follow the circular No 11/on 1-05/2017 GA 13876 dated 03.11.2017 of general administration department, Govt. of Bihar regarding reservation in manpower.
13. All pages of the bid document submitted must be duly signed and stamped by the firm as confirmation of acceptance of terms and conditions.
14. A consent that the firm agrees to open an office in the premises of College of Fisheries, Kishanganja, BASU for which they will be provided space free of cost.

5. Earnest Money Deposit:

The bidder shall deposit an amount of Rs. 1,00,000.00/- (Rupees one lakh only) as earnest money in the shape of Bank Draft/Bankers Cheque from Nationalized or commercial Bank payable to Finance Comptroller, BASU, Patna. EMD exemption is permitted to firms registered with MSME/NSIC. The Earnest money deposit will be refunded to bidders whose offers have not been accepted within 120 days of opening of tenders. Earnest Money Deposit of the bidder whose offer is accepted will be returned once the performance guarantee @ 10% of the monthly size of the contract or Rs. 1,00,000/- (whichever is higher) is furnished by the bidder.

6. Tender Procedure:

The interested agencies may participate in the online bidding process through e-procurement portal by submitting Technical and financial Bid. The firm has to submit hardcopy of Technical Bid with the required EMD to the Registrar, Bihar Animal Sciences University, Patna 800014

Technical Bid: Bidders must submit the photo-copies of the documents (originals to be submitted for verification when asked for) enumerated in qualification criteria along with demand draft of EMD. The technical bids, which are not accompanied with documents prescribed above and EMD are liable for rejection forthwith.

Handwritten signature and initials in blue ink.

Handwritten signature in black ink.

Financial Bid: Financial bid should be online in the format enclosed with tender. The rate should be quoted on monthly basis in the prescribed format taking into account that the rates of wages should not be less than the minimum wages prescribed by the Bihar Govt. The price quoted shall be inclusive of all taxes.

- A) The bidders will be responsible to pay the wages as per minimum wages of Bihar State and all other obligations like EPF, ESI, Any other Statutory obligations, taxes, Administrative Charges if any, Overheads and Profits.
- B) BASU Patna will deduct TDS at the prescribed rate from the payment.
- C) **Tender document with less than one percent service charge will not be acceptable.**
- D) Bid shall be valid up to 225 days from date of submission of tender. Any variation in rates, price of term during the validity period of the offer shall require forfeiture of the EMD. Any other charges in whatsoever name other than specially except the variation in rate of taxes / duties and rate of minimum wages as per law shall not be allowed.
- E) Anyone or more of the following action / commission / omission are likely to cause rejection of bid summarily.
 - i. If not accompanied by required Earnest Money Deposit (EMD)/ proposal fee.
 - ii. If received unsealed or improperly sealed.
 - iii. Conditional bid shall not be entertained will be and out rightly be rejected.
- F) **The financial bid having less than one percent of service charges will be rejected.**

7. Evaluation Criteria:

- i. Evaluation will be carried out on the basis of selection of lowest evaluated responsive bidder.
- ii. Firm meeting technical qualification criteria will be considered technically responsive.
- iii. Financial bid of the technically responsive bidders (only) will be opened.
- iv. The firm which has quoted the lowest prices in its financial bid will be considered for placing the order.
- v. In case if there are more than one L-1, then the successful bidder will be decided on draw of lottery among all such L-1's.
- vi. In case there is a single L1 bidder and the firm can't supply the whole requirement of CoF, Kishanganj then BASU shall have the liberty to distribute work amongst more than one bidders at L1 rate depending upon the requirement of number of persons required.
- vii. BASU does not bind itself to accept the lowest or any other bid, and reserves the right to accept or reject any bid, and to cancel the tender document process and reject all the bids, at any time prior to award of the contract without assigning any reason.
- viii. Financial Bid having agency Service Charges of Rs. Zero, Nil, Fraction of Rupees and other anomalies will be construed as to intentionally kill the tender and such bid will be summarily rejected.

8. Liquidated Damages Clause:

- 1. An amount of Rs.1000/- per point per day will be levied as liquidated damage in case the point remains unattended without any prior intimation to the office and alternative arrangement. Whenever and wherever it is found that the work of the contractual staff at a particular point is not up to the mark, it will be brought to the notice of the supervisory staff of the firm by CoF, BASU, and if no action is taken within one hour, liquidated damages clause will be invoked.
- 2. Any misconduct/misbehavior on part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
- 3. Frequent change of workers will not be allowed. If this practice is observed, then the point of work will be treated as unattended and an amount of Rs.1000/- per point / per day will be deducted from the bill of contractor.
- 4. The labourers of the contractor are required to be present for the whole period of the office hours or as per requirement.
- 5. Any other miscellaneous work will be carried out by the contract workers as per requirement from time to time.
- 6. The Competent Authority of BASU reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of Competent Authority of BASU shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

9. Legal Obligations

- i) All manpower employed by Service provider shall be engaged by him as his own employees in all respects i.e. expressed or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the Service provider. The service provider shall specifically ensure compliance of the following Laws/ Acts and their Enactments/ Amendments:
 - a. The Contract Labour (Regulation & Abolition) Act, 1970
 - b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
 - c. The Minimum Wages Act, 1948
 - d. The Payment of Wages Act, 1936
 - e. The Manpower's Compensation Act, 1923

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

- f. The Employees' Provident Funds and Misc. Provisions Act, 1952
- g. The ESI Act, 1948
- h. The Payment of Bonus Act, 1965
- i. The Payment of Gratuity Act, 1976
- j. Bihar Shop & Establishment Act, 1953

- ii) Service provider shall abide by provisions of other rules and regulations of Government issued from time to time to this effect. Any payment due to the manpower employed by the service provider shall be the sole responsibility of the service provider. If penalized for non-compliance of any of the legal requirements, the service provider shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on COF, BASU.
- iii) The Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. The service provider shall comply with these and take steps for getting the agreement registered under the Act. He shall also indemnify BASU from and against any claims under the aforesaid Act and the Rules.
- iv) The service provider shall also ensure that no manpower below the age of 18 years is employed by him for the above-mentioned jobs.
- v) The service provider will deposit the tax (as required and concerned with contract) with concerned authority as applicable and submit the documentary proof of the same to BASU
- vi) The Service provider shall ensure that the payment of wages as per Pay Band is made to the manpower employed by him after necessary deductions like TDS, EPF, ESI etc. and the requisite documents are provided along with the bills. Further the amount shall be made by cheque/ ECS. Issuance of EPF, ESI cards, etc. is the responsibility of the Service provider. No cash payments shall be made to any of the manpower employed through him.
- vii) BASU shall have the right to check and call documents for the implementation of labour welfare laws and rules.
- vii) All the persons engaged for services by the Service provider shall be considered as employees of the service provider and they shall not make any claim in respect of employment and or other service benefits from COF, BASU in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the Service provider and the manpower shall be entirely the dispute between them only. COF, BASU shall not in any manner be a party to it. Service provider will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.

10. Forfeiture of Deposit:

- I- Earnest Money Deposit: a. In case the bidder to whom contract is awarded backs out, the EMD of Rs.1,00,000 (Rupees one Lakh only) of the Agency shall be forfeited.
- II- Security Deposit: a. In case of breach of any terms & conditions attached to this agreement, the Security Deposit of the Service Provider / Agency shall be liable to be forfeited besides annulment of this agreement.

11. Arbitration:

- a) Any dispute, difference arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement, in any manner whatsoever, shall be referred to a binding arbitration in accordance with The Arbitration and Conciliation Act, 1996.
- b) The arbitration proceedings shall be conducted by a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute, whose award shall be reasoned and in writing and shall be final and binding on the Parties. The Arbitration proceedings shall be conducted in the English Language and the venue of arbitration shall invariably be at Patna
- c) Provided however, nothing contained in this Clause shall be deemed to prevent a party from approaching the Court of competent jurisdiction at Patna (Bihar) for seeking interim relief prior to or pending arbitration.

12. Governing Law:

This Tender shall be governed by and construed in accordance with the laws of the India and the courts of Bihar shall have exclusive jurisdiction, since Agreement has been executed by the Parties in Patna (Bihar).

Handwritten signatures in blue ink:

Handwritten signature in black ink:

TENDER DOCUMENT FOR SUPPLY OF OUTSOURCED MANPOWER TO COLLEGE OF FISHERIES, KISHANGANJ, BASU

Technical BID submission Form

To ,

Registrar,
Bihar Animal Sciences University
Bihar Veterinary College Campus
Patna-14

Subject : Submission of Technical Bid for selection of Firm for Outsourcing Manpower.

Dear Sir,

I the under signed, am submitting our pre-qualification bif for selection of Firm for outsourcing of manpower in accordance with your Tender.

I hereby submit our bid online and copy all all necessary doucmnet as required in your tender , in a sealed envelope.

I hereby declare that all the information and statements made in this bid are true and accepts that any misinterpretation or false information/documentation contained in it may laed to our disqualification.

I accept all term and conditions of this tender document and we are not deviating from your term and conditions. Our bid is binding upon us. We understand you are not bound to accept any bid you receive.

I Declare that I have singned all the papers included in the Tender document with stamp

Your Sincerely

Authorized Signature [In Full and Initials]:

Name and Title of Signatory:

Name of Bidder:

Address :

Mobile :

Telephone (Office):

Email:

Technical Bid

| S.No | General particulars of the Agency | Details to be filled up by the Bidder | Please mention page no of Technical Bid |
|------|---|---------------------------------------|---|
| 1 | Name of the Firm | | |
| 2 | Regd Address | | |
| 3 | Address of office at Patna | | |
| 4 | Year of establishment of the Firm | | |
| 5 | Contact persons Name & Designation Telephone No Email ID | | |
| 6 | Type of Firm: Private Ltd/ Public Ltd/ Cooperative/NGO/ PSU (Please enclose copy of Memorandum/ Articles of Association/ Certificate of Incorporation) | | |
| 7 | PAN No | | |
| 8 | GST No | | |
| 9 | ESI No | | |
| 10 | Provident Fund Account No (also attached copy of certificate) | | |
| 11 | Registration certificate under the Company's Act, 1956 or under other suitable provision for providing manpower services | | |
| 12 | ISO 9001:2015 certificate | | |
| 13 | Bank Account No & Bank Name | | |
| 14 | EMD of Rs.1,00,000.00/- (Rs. one lakh only) in the shape of Bank Draft / Bankers Cheque/ Bank Guarantee from Nationalized or commercial Bank payable to Comptroller, BASU, Patna.. EMD exemption is permitted to firms registered with MSME/ NSIC.(Please submit required certificate) | | |
| 15 | Registration under Contract Labour (Regulation and Abolition) Act 1970 | | |
| 16 | Agency should be registered under latest labour law of the State/Centre. | | |
| 17 | Certificates of EPF, ESIC, GST and PAN under the relevant laws. | | |
| 18 | Power of Attorney/authorization for signing the bid document. | | |
| 19 | Certificate (with a list of clients) of experience of three years and above in providing manpower services to the reputed Govt. organizations / companies in India | | |
| 20 | Annual Turnover not less than 5 crores in manpower services for last three Financial years of 2017-18, 2018-19 and 2019-20 | | |
| 21 | Audit Report containing balance sheet and profit and loss account for last 3 years | | |
| 22 | Undertaking that No case is pending with the police against the Company and should not be black listed by any State/ Central/ PSU/ Private organization etc. | | |

| | | | |
|----|---|--|--|
| 23 | Documents related to providing manpower service of minimum one thousand manpower per year to Govt/PSU for last 3 years | | |
| 24 | Self-certificate should be provided that agency will follow the circular No 11/on 1-05/2017 GA 13876 dated 03.11.2017 of general administration department, Govt. of Bihar regarding reservation in manpower. | | |
| 25 | A consent that the firm agrees to open an office in the premises of CO F, Kishanganj, BASU. | | |
| 26 | Consent that amongst other, following guidelines are in the knowledge of the firm "Ministry of Finance, Department of Expenditure" s guideline that the "Charges can not be zero" or fraction of rupees. | | |
| 27 | Unconditional acceptance of terms & conditions of the contract by signing each page by authorized signatory of the bidder as token of acceptance and submit as part of tender document. | | |
| 28 | Affidavit of following effect: That no matter / issue / claim / allegation /charge with any current or previous principal employer or with any statutory authority regarding less payment than the statutory of any applicable law of land like Minimum Wages Act etc. payable in favour of any employee working for that Principal Employer through the bidder agency Immediate Employer is pending. Cut-off date of the purpose is last date of submission of tender document | | |
| 29 | Signature and stamp on all pages | | |
| 30 | Technical and financial bids in Separate envelope super scribed the tender number and the content as 'Tender Document for supply of Outsourced Manpower to CO F, Kishanganj, BASU" | | |

Your Sincerely_____

Authorized Signature [In Full and Initials]:

Name and Title of Signatory:_____

Name of Bidder:_____

Address_____

Telephone (Office)_____

Mobile _____

Email: _____




TENDER DOCUMENT FOR SUPPLY OF OUTSOURCED MANPOWER TO COLLEGE OF FISHERIES, KISHANGANJ, BASU

FINANCIAL BID

| | | |
|--|----------|--|
| Service Charge (On the monthly wages) | In % | |
| | In Words | |

Note :-

1. Service charge will be applicable on Gross payment excluding GST.
2. Service Charge will not be applicable on payment of Bonus and compensation if payable under workman Compensation Act 1923.
3. Impractical Low Service Charge i.e. less than 1% on the monthly wages shall be treated unresponsive and summarily rejected.
4. GST as applicable will be payable on (Gross payment + Service charge).
5. There would be no increase in rates of service charge during the contract period except provision under the terms & conditions.
6. No other charges would be payable by BASU, Patna.
7. BASU, Patna may also ask to depute additional Manpower as and when required.

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.

(Signature of Bidder with seal)

Name:-

Place :-

Seal:-


Date :-

Address:-

Phone No (O) :-

Fax No. (O) :-

E-mail :-

Break Up of Wages (As per Bihar Govt Minimum Wages w.e.f 1 April 2020)

| S. No. | | Gross Wages breakup | | |
|--------|--|---------------------|------------------|------------------|
| | | Un Skilled | Skilled | Highly Skilled |
| 1 | Category Rate per day (Basic + VDA) | 287.00 | 364.00 | 444.00 |
| 2 | Rate per month (30 days) | 8,610.00 | 10920 | 1,3320.00 |
| 3 | Basic Wages | 8,610.00 | 10920 | 1,3320.00 |
| 4 | Gross Wages | 8,610.00 | 10920 | 1,3320.00 |
| 5 | PF@ 13 % | 1,119.30 | 1419.60 | 1731.60 |
| 6 | ESI @ 4.75% | 408.97 | 518.70 | 632.70 |
| 7 | Bonus @ 8.33% of (Basic+ VDA) or Rs 7000 whichever is earlier) | 717.21 | 909.63 | 1,109.55 |
| | Sub Total | 10,855.48 | 13,767.93 | 16,793.85 |

Handwritten signature and initials

Handwritten signature

SIGNATURE OF AUTHORIZED PERSON OF AGENCY WITH SEAL

DECLARATION

1. I,.....Son / Daughter / Wife of
Shri.....Director / authorized signatory of the agency/ Firm,
mentioned above, am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them.
3. The information / documents furnished along with the above bid document are true and authentic to the
best of my knowledge and belief. I am well aware of the fact that furnishing of any false information /
fabricated document would lead to rejection of my Bid at any stage besides liabilities towards legal action.

Your Sincerely

Authorized Signature [In Full and Initials]:

Name and Title of Signatory:

Name of Bidder:

Address

Telephone (Office)

Mobile

Email:

Handwritten signature in blue ink

Handwritten signature in black ink

DRAFT AGREEMENT FORMAT

TO BE MADE ON NON-JUDICIAL STAMP PAPER OF Rs. 1,000/-

This agreement number.....is made at Patna on the.....day of.....between Registrar, BASU Patna acting through....., having its office at BASU, Patna (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 Party.

And.....Having its registered office at.....(hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Outsource manpower at CoF, BASU within Bihar on the terms and conditions stated below including any other relevant provision mentioned anywhere in this tender document [in case of any duality or discrepancy or contradiction between different provisions/expressions in this tender document, interpretation/decision made by the Client will be held supreme and unchallengeable and binding upon the Agency.

1. The Agency shall be primarily responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations such as Wages, Allowances, Compensations, EPF, ESI, any other (Specify) etc. relating to manpower deployed at CoF, BASU and its locations within Bihar. The 'Client' shall have only liability in this regard as Principal Employer as per provisions of concerned laws.
2. The Agency shall be solely responsible for any accident/medical/health related liability/ compensation for the personnel deployed by it at CoF, BASU and its locations within Bihar. The 'Client' shall have no liability in this regard.
3. CoF, BASU is committed to monitor that agency must pay the amount for each manpower engaged through the agency Immediate Employer as the statutory wages plus other statutory claims stipulated by related Laws of the Land in favour of employee in a manner deemed fit to ensure compliance of these laws.
4. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed on CoF, BASU and its locations within Bihar. Monthly payment to the Agency will be reimbursed by the Client only after detailed bill submission with documentary evidence of full stipulated payment in favour of each engaged personnel along with all statutory payments. Client will additionally pay commission amount of the agency.
5. In case Client and/or any concerned statutory authority finds that amounts paid in favour of the employee is less than statutory provisions, the same will direct the agency to pay the balance amount in favour of employee and get it reimburse if due from the Client.
6. Irrespective of non-payment or delay in payment of previous monthly bills raised by the agency for whatsoever reason, agency will regularly monthly pay to the employees their last month take home salary and duly deposit their statutory deposits on or before 7th day of the current month. If the agency fails to pay said monthly wages to the employees till 7th day of current month, the agency may be penalized by the Client for an amount not less than five thousand per instance. If the agency fails pay the employees even till the last day of current month, Client may even terminate the contract with 30 days' notice.

[Handwritten signatures and initials]

7. Any deliberate violation of any clause of contract or any terms and conditions mentioned anywhere in this tender document or suppression of facts will attract termination of contract without any reference or any notice period. In such cases the Client may choose to impose penalty up to 10% of the total annual value of contract or termination with penalty also.
8. In normal circumstances if any party wants to discontinue the contract at their sweet will, the same can be terminated by giving one-month notice on either side.
9. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) or Rs. 1,00,000/- whichever is higher in the form of Pay Order/Demand Draft of Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement/Contract.
10. The manpower provided by the 'Agency' will not claim to become the employees of CoF, BASU and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in CoF, BASU.
11. There would be no increase in commission/ service charges payable to the 'Agency' during the contract period.
12. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
13. 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.
14. In case of any dispute between the 'Agency' and 'Client' shall have the right to decided. However, all matters of jurisdiction shall be at the local courts located at Patna.
15. In case of any dispute between both parties, before going to court channel of arbitration will be exhausted first as per Arbitration Act. For the purpose arbitration process will be carried out through sole arbitrator appointed by the Client.

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

IN WITNESS WHERE 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 Patna in the presence of the witness:

For, and on behalf of the 'Agency'
Signature of the authorized Official
the Official

Stamp / Seal of the 'Agency'
SIGNED, SEALED AND
DELIVERED

By the said.....

Name: _____
On behalf of the 'Agency' in
presence of

Witness _____


For, and on behalf of BASU, Patna
Signature of the authorized Official Name of
Name of the Official

Stamp / Seal of BASU, Patna'
SIGNED, SEALED AND
DELIVERED

By the said.....


Name: _____
On behalf of BASU Patna in
presence of

Witness _____

Indemnity Bond

We,.....,having a registered office at.....
....., have entered into a contract with BASU, PATNA, vide contract dated
....., to Provide manpower on outsourcing basis at BASU, PATNA. We do hereby indemnify and
keep harmless, BASU, PATNA at all times, whether during the continuation of the aforesaid contract and at any
time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of
whatsoever nature made, all actions and proceedings taken against the BASU by any party, employee(s), or
workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of
rules and regulations, as may be applicable under the said contract from time to time. We further undertake to
indemnify and keep harmless, BASU, PATNA against any claim/compensation arising out of any non-payment
or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and
claims arising on account of any accident, injury, death, etc during the course of their engagement by us for the
purpose of this contract, or no fulfillment of any obligation under any of the labour laws as applicable to the class
of workers/employees engaged by us for the purpose of this contract. We further declare and agree that this
Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Authorized Signature [In Full and Initials]:

Name and Title of Signatory:

Name of Bidder:

Address

Telephone (Office)

Mobile

Email:

