

**TENDER NOTICE FOR HIRING SERVICES OF AGENCY FOR
DEPLOYMENT OF MANPOWER ON OUTSOURCING BASIS**

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- 1.1 For providing services of Professional Manpower (Male & Female) like Law Officer, Computer Programmer, Asstt. Librarian, Office Assistant, Accountant, IT Technician, Jr. Engineer, Physical Training Instructor, Data Entry Operators (DEO)/Computer Typist, etc., Highly skilled/ Skilled/ Semi-Skilled manpower like Clerks, Lab. Technician, OT/Xray Technician, Plumber, Electrician, Carpenter, Mason, Cook, Driver (for Light and Heavy Vehicles), Gardener (Mali), Painter, Sweepers, Messengers, Farm Workers/Helpers, Milker (Gwala), Fishermen and Multi-Tasking Staffs (MTS) etc., for carrying out the required activities at various Institutions/Colleges and University H.Q., the University invites tender through e-procurement portal i.e. <https://www.eproc.bihar.gov.in/BELTRON> under Two-Bid System (Technical Bid and Financial Bid) from eligible Agencies/firms registered under Contract Labour (Regulation and Abolition) Act 1970 as applicable in State of Bihar and amended from time-to-time, having their own Offices in any one of the major Cities/Towns of Bihar.
- 1.2 Tender documents can be downloaded and submitted only through e-Procurement Portal <https://www.eproc.bihar.gov.in/BELTRON>. The tender submitted through any other mode will not be entertained.
- 1.3 Demand Draft amounting to Rs. 2500/- (Non-Refundable) in favor of "Finance Comptroller, Bihar Animal Sciences University, Patna" payable at Patna, as tender fee, needs to be appended along with the hard copy of tender document submitted through e-Procurement Portal which needs to be submitted well before opening of technical bid. This is exclusive of Earnest Money Deposit (EMD).
- 1.4 All conditions and parameters will be evaluated with reference to the supporting documents submitted by the tendering firm along with the Tender Documents through e-Procurement Portal. The University reserves the right to reject any/all applications without assigning any reason whatsoever.

1.5 Details of Tender and Fee :

| S.N. | Name of Work | Cost of tender document (BOQ) (Non Refundable) (In Rupees) | Tender processing Fee (TFP) (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 |
| 1. | Hiring Services of Agency for Deployment of manpower on Outsourcing Basis | 2500/- | 1,180/- | 12,00,000/- |

1.6 IMPORTANT DATES:

| Sl. No | Activity | Date/Time : Duration |
|--------|---|--|
| 1. | Online Sale/Download date of Tender documents | From 08/09/2022 to 25/09/2022 (Upto 14:30 Hrs.) (https://www.eproc.bihar.gov.in) |
| 2. | Pre Bid Meeting | 13/09/2022 at 11:00 Hrs. Venue : Conference Hall - II, Bihar Veterinary College, Patna |
| 3. | Last Date/Time for online submission/ uploading of Bid | 26/09/2022 upto 13:00 Hrs. (https://www.eproc.bihar.gov.in) |
| 4. | Submission of Demand Draft in original against Tender Fee/EMD along with hard copy of online submitted tender document. | Before the time of opening of technical bid. (Demand Draft along with hard copy of online submitted tender document should reach to The Registrar, Administrative Building, Bihar Animal Sciences University, Patna-800 014 on or before 27/09/2022 upto 15:00 Hrs.) |
| 5. | Date & time for opening of Technical Bid | 27/09/2022 at 15.30 Hrs. (https://www.eproc.bihar.gov.in) |
| 6. | Contact person/Nodal Officer for queries | Registrar, Bihar Animal Sciences University, Patna |
| 7. | Financial Bid Opening Date and Time | It will be intimated later on (https://www.eproc.bihar.gov.in) |

Handwritten signatures and dates: 08/09/22, 06/09/22, 26/09/22, 27/09/22, 26/09/22, 26/09/22, 26/09/22

1.7 E-PROCUREMENT STANDING INSTRUCTIONS :

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- 1.7.1 The bidder must have Class II Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website (<https://www.eproc.bihar.gov.in/BELTRON>) for submission of e-Bid.
- 1.7.2 The payment of Tender Processing Fee (TPF) needs to be paid through e-Payment mode only.
- 1.7.3 EMD and Tender Fee must be enclosed with the hard copy of online submitted 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. No interest is payable on EMD/Bid Security. Tenders without EMD shall be summarily rejected.
- 1.7.4 Bids along with necessary online processing fee must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) before the date and time specified in the Tender Notice. The department / Tendering Authority don'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.
- 1.7.5 The bidders shall upload the scanned copies of all the relevant/required certificates, documents etc. in support of the claim/information provided in the technical bid through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) only.
- 1.7.6 The bidder shall digitally sign the supporting documents / certificates to be uploaded by him, owing responsibility for their correctness / authenticity. The bidder must attach all the required documents as per requirement/Check list of the tender document well before final submission of the online tender. Uploaded copies should be legible and clear.
- 1.7.7 The Technical Bid and Financial Bid needs to be filled-in properly, uploaded and submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) on or before **last date of online submission of tender**.
- 1.7.8 The authority reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof.
- 1.7.9 Corrigendum/ Addendum, if any, will be published on the departmental website <http://www.basu.org.in> and e-Procurement portal of Bihar i.e. <https://www.eproc.bihar.gov.in/BELTRON> only.
- 1.7.10 Bidders are advised to keep updated their e-Procurement profile with correct / valid email ID.

1.8 TENDER/BID PROCESS:

- 1.8.1 The Bidder shall submit its Technical and Financial Bid as per process given in the tender documents.
- 1.8.2 The Financial Bid of only those technically qualified bidders will be considered who have scored minimum 55 marks out of 100 in Technical Bid.
- 1.8.3 Just before the opening of Financial Bids, marks obtained by Bidders in the Technical Bid will be disclosed to the available bidders/representatives, if so requested. However, non-disclosure of marks, which will form part of records, and/or non-availability of bidders/representatives, will not lead to any infirmity in the process.
- 1.8.4 The LI shall be decided on the highest composite score (Technical+Financial) on 70:30 (Technical:financial), as per the formula stated in the tender document.
- 1.8.5 The bid will be awarded at the financial bid value quoted by the successful bidder.
- 1.8.6 The presence or absence of representative of the Bidders shall not render the procedure infirm, at any stage.

Note: The bidders who gets less than 55 marks in technical bid out of 100 will be considered technically disqualified and his Financial bid will not be considered for opening.

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1.9 STANDING INSTRUCTIONS FOR TWO BID SYSTEMS :

- 1.9.1 Earnest Money Deposit and Tender Fee must be enclosed with 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 . No interest is payable on EMD/Bid Security. Tenders without EMD shall be summarily rejected.
- 1.9.2 The hard copy of tender documents as submitted through e-procurement portal should be submitted containing two sealed and signed envelopes as per the details given below:
 - 1.9.2.1 **Technical Bid:** The First envelope will contain the required documents as detailed in tender documents and should be superscripted as "TECHNICAL BID" alongwith(a) Processing Fee/Tender Fee (non-refundable) of Rs. 2,500.00 (Rupees two thousand and five hundred) only and (b) Earnest Money Deposit (EMD) of Rs.12,00,000.00 (Rupees Twelve Lakh) only. Both Processing/Tender Fee and EMD should be in the form of separate Demand Drafts drawn in favor of "Finance Comptroller, Bihar Animal Sciences University, Patna" payable at Patna. The envelope should be superscripted as "Technical Bid along with TENDER FEE & EMD".
 - Financial Bid :** The second envelope will contain only financial part of the tender. Financial bid of technically qualified bidders will only be opened on the date and time of opening of financial bid as decided by the authority.
 - 1.9.2.2 The cover containing all the aforesaid **sealed and signed envelopes along with Check List** should be superscribed as "**TENDER FOR HIRING AGENCY FOR DEPLOYMENT OF MANPOWER (Other than Security Services) ON OUTSOURCING BASIS (Tender No.: dated:)**". The agency's name and Address should also appear on all the sealed envelopes and cover.
 - 1.9.2.3 The Technical Bid needs to be filled-in properly, and submitted on or before the **last date of submission of tender**.
 - 1.9.2.4 No interest will be payable on the Earnest Money Deposit by the University. Bank Guarantee in place of EMD will not be accepted. The EMD will be refunded to the unsuccessful bidders without any interest after completion of tendering process within a period of 120 days.
 - 1.9.2.5 Exemption from depositing/submission of EMD will be applicable as per norms of Bihar Financial Rules (BFR) on the basis of certificate issued to respective bidder as per applicability and the purpose for which it is issued.
 - 1.9.2.6 The bidder shall sign the supporting documents owing the responsibility for their correctness / authenticity. The bidder must attach all the required documents as per requirement/Check list of the tender document. Attached copies should be legible and clear.
- 1.9.3 The university reserves the right to reject or cancel the tender any time without assigning any reason.
- 1.9.4 Corrigendum/ Addendum, if any, will be published on the University website <http://www.basu.org.in> & <https://www.eproc.bihar.gov.in>.

IMPORTANT NOTE: Hard copy of Tender Documents submitted through e-procurement portal, complete in all respect along with requisite fee should reach the University at its address by 15:00 Hrs. on or before 27/09/2022.

2.0 ABOUT THE UNIVERSITY:

Bihar Animal Sciences University is established by an Act of Bihar State (BASU Act No. 15 of 2016) notified in the Bihar Gazette on 29 August 2016. The University runs courses under faculties of Veterinary Science, Dairy Science and Fisheries Science with its Headquarter at Patna. At present, the University has following constituent colleges and Research Institutes/ Stations/Sub-Stations at different locations within the State of Bihar:

- Bihar Veterinary College, Patna
- Sanjay Gandhi Institute of Dairy Technology, Patna
- College of Fisheries, Kishanganj
- College of Veterinary and Animal Sciences, Kishanganj
- Livestock Farm Complex, Patna
- Poultry Research Training Centre, Patna

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3.0 SCOPE OF WORK AND GENERAL INSTRUCTIONS TO BIDDERS

The agency will provide suitable manpower broadly categorized in different categories with requisite qualification, skills and experience as per details given in Table - '1' to carry out the different duties/roles as mentioned in Table - '2'. The manpower will be deployed in different units and campuses of the University including Kishanganj as required by the University.

Table - '1'

Category wise Qualification/experience, Tentative No. of requirement and Remuneration/wages of manpower

| Sl. No. | Category of Manpower | Required Qualification/experience/Skill | Tentative No. of post | Remuneration (per month per manpower) |
|---------|-------------------------------|---|-----------------------|---|
| 1 | Professional | Law Officer <ul style="list-style-type: none"> • LLB degree from a recognized University. • Minimum 5 years of experience in relevant field. | 01 | Rs. 35,000/- (Fixed) |
| | | Computer Programmer <ul style="list-style-type: none"> • B. Tech (Computer Science)/ MCA / M. Tech. /M. Sc. (Computer Science) from a recognized university. • Minimum 05 years of experience in relevant field. | 01 | |
| | | Assistant Librarian <ul style="list-style-type: none"> • Master degree in Library Science from recognized university. • Minimum 03 years' experience in relevant field. | 01 | |
| 2. | Technical | Junior Engineer <ul style="list-style-type: none"> • Diploma/Degree in Civil/Electrical/Mechanical/Electronics Engineering. • Minimum 03 years of experience in relevant field. | 03 | Rs. 27,000/- (Fixed) |
| 3. | Accounts/ Admin./ Training/IT | Multi-Task Office Assistant <ul style="list-style-type: none"> • Graduate in any discipline from a recognized university and knowledge of Govt. rules, office working procedures/computer proficiency. • Computer typing minimum speed of 25 words in Hindi and 30 words per minute English • 05 years of experience in relevant field. <p>Note : For Accounts Manpower, B.Com / MBA with knowledge of Tally is essential and work experience 03 Yrs. in case of MBA and 05 Yrs. in case of B. Com.</p> | 19 | Rs. 25,000/- (Fixed) |
| | | Physical Training Instructor (PTI) <ul style="list-style-type: none"> • Graduation in Physical Education with 3 year's experience, or Master in Physical education with 1 year experience. | 02 | |
| | | IT Technician <ul style="list-style-type: none"> • Diploma / Degree (Computer Science/IT/Electronics) or equivalent degree from a recognized university. <p>Minimum 03 years of experience in relevant field.</p> | 02 | |
| 4. | Highly Skilled | Office Assistant: <ul style="list-style-type: none"> • Graduate in any discipline from a recognized university • Knowledge of Computer Application • Computer typing minimum speed of 25 words in Hindi and 30 words per minute in English • 03 years of experience in relevant field. | 17 | Wages/Day (Max. 26 working days/month) As per rates notified by Labour Resources Department, Govt. of Bihar from time to time. |
| | | Lab Technician: <ul style="list-style-type: none"> • Bachelor's Degree in Science having subject (Chemistry/Zoology/Biochemistry/Microbiology) from a recognized university/ Institute with 01 years of experience in relevant field or • Diploma in Medical Laboratory Technology (DMLT) with 02 years of experience in relevant field | 04 | |

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| | | OT Technician / X-ray Technician: <ul style="list-style-type: none"> Intermediate/10+2 or its equivalent with Science as a subject from a recognized Board with 02 years of experience in relevant field | 01 | |
| | | Farm Mechanic: <ul style="list-style-type: none"> ITI in mechanical with 03 Yrs. experience in machine repair, etc. | 01 | |
| | | Farm Supervisor: <ul style="list-style-type: none"> Graduate with minimum 03 Yrs. experience of work supervision, labour management. Knowledge of computer operation. | 02 | |
| | | Driver: <ul style="list-style-type: none"> 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 3 years. Note : In case of non-matric, they should have at least five years' experience in driving motor vehicles. | 10 | |
| 5. | Skilled | Library Assistant: <ul style="list-style-type: none"> B. Lib. Sc. from recognized University, well versed library operations, 02 Years' experience in relevant field | 04 | Wages/Day (Max. 26 working days/month) |
| | | Carpenter: <ul style="list-style-type: none"> Matriculation from a recognized Board. Competency in carpentry work with 02 years experience in relevant field. Preferably, trade certificate from ITI. Note : In case of non-matric, they should have at least five years experience in carpentry work. | 02 | |
| | | Plumber: <ul style="list-style-type: none"> Matriculation from a recognized Board Competency in Plumber work with 02 years experience in relevant field. Preferably trade certificate from ITI. Note : In case of non-matric, they should have at least five years experience in Plumber work. | 02 | |
| | | Electrician: <ul style="list-style-type: none"> Matriculation from a recognized Board Competency in electrical work with 02 years experience in relevant field. Preferably trade certificate from ITI. Note : In case of non-matric, they should have at least five years experience in electrical work. | 06 | |
| | | Mason: <ul style="list-style-type: none"> Matriculation from a recognized Board Competency in relevant field 02 years experience in relevant field. Note : In case of non-matric, they should have at least five years experience in Mason work. | 02 | |
| | | LDC: <ul style="list-style-type: none"> Intermediate from a recognized Board/University with knowledge of Computer typing, diary & despatch, file/stock book maintenance and other office work. 2 Years' years experience in relevant field. | 26 | |
| | | Cook: <ul style="list-style-type: none"> Matriculation from a recognized Board Competency in cooking with 02 years' experience in relevant field. Note: In case of non-matric, they should have at least five years experience in cooking work. | 06 | |
| | | Milker / Gwala: <ul style="list-style-type: none"> Matriculation from recognized board. Experience of milking and handling of animals. Note : In case of non-matric, they should have at least five years experience in cooking work. | 07 | |

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| | | House Keeping / Data Collector / Hatchery Management / Supervisor / Research Project Staff / Poultry Unit Management Staff: <ul style="list-style-type: none"> Intermediate from a recognized Board/University. 2 Years experience in relevant field. Note : In case of non-matric, they should have at least five years experience in cooking work. | 20 | |
| 6. | Semi-Skilled | <u>Helper / Attendant/ Gardener/ Sweeper/ Farm worker/ Fisherman/ Multi-Task Worker :-</u> <ul style="list-style-type: none"> 8th Pass with 02 years' experience in relevant field. | 192 | Wages/Day (Max. 26 working days/month) As per rates notified by Labour Resources Department, Govt. of Bihar from time to time. |

Table- '2'
Category wise scope of work/duty and roles

| S. No | Name of Category | | Scope of Work |
|-------|---|---|--|
| 1 | Professional | Law Officer | Review and provide legal advice on Service matters, University matters, MOUs, Contracts, and tender documents. Review ongoing cases and advice management accordingly. Drafting legal submissions. Any other work as and when required. |
| | | Computer Programme | Code and test programming for in-house software programs Debug code for existing programs based on immediate need Conduct end-user training upon completion of software Coordinate multiple projects and respond immediately to tech support requests from staff Report issues and concerns immediately to ICT Cell. Troubleshoot system bugs and issues. Any other work as and when required. |
| | | Assistant Librarian | To manage University Library including procurement of books and journals, e-books and subscriptions of other e-resources, maintenance of Library records and carry out activities for promotion of library uses, and to supervise the library staff to maintain the library services and assets in all respects. Any other work as and when required. |
| 2. | Technical | Junior Engineer | To prepare/assist in preparation/checking of work-estimates/DPR in accordance of Designs and drawings, and carry out maintenance and renovation work in the university premises. Any other work as and when required. |
| 3. | Accounts / Admin. / Training / Technician | Multi Task Office Assistant | To deal with all Accounts/ Establishment/ Admin./ Academic/ Examination work in various offices as per requirement. Maintenance of files, prepare draft, dealing files, noting and drafting, maintenance of records and files, documents, maintenance and updating of various types of data and information. Should have good skill in Hindi & English typing and good knowledge of Computer applications. Any other work as and when required. |
| | | Physical Training Instructor (PTI) | Arrange and conduct all physical educational related activities like maintenance of sports grounds, infrastructure and equipment; arrange for sports meets/tournaments and regular practice by students. Any other work as and when required. |
| | | IT Technician | IT Related Hardware & Software Management like Pay Roll/Pension Management, Website Management and other IT related activities. Any other work as and when required. |

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| 4. | Highly Skilled | Office Assistant: <ul style="list-style-type: none"> Maintenance of office records, diary dispatch, Hindi & English typing. Any other work as and when required. Lab Technician: <ul style="list-style-type: none"> All technical works related to Labs in Veterinary Clinics and labs in different departments. Any other work as and when required. |
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| | | <p>OT Technician/X-ray Technician:</p> <ul style="list-style-type: none"> All technical works related to Operation Theater in Veterinary Clinics and X-ray unit - any other work assigned by the unit. Any other work as and when required. <p>Farm Mechanic:</p> <ul style="list-style-type: none"> All work related to repair and maintenance of farm machinery / equipment. Any other work as and when required. <p>Farm Supervisor:</p> <ul style="list-style-type: none"> Planning and implementation of common farm operation. Manpower management at Farm. Any other work assigned from time to time. <p>Driver:</p> <ul style="list-style-type: none"> Driving of official vehicles, Tractors, Bus, regular maintenance and cleaning of vehicles, maintaining Log books of Vehicles and any other works assigned by the Unit in-charge/ officers attached. Any other work as and when required. |
| 5. | Skilled | <p>Library Assistant, Carpenter, Plumber, Electrician, Mason, Typist/LDC and Cook and Milker / Gwala</p> <ul style="list-style-type: none"> To carry out different duties as per required work in respective departments/units. |
| 6. | Semi-Skilled | <p>Sweepers, Mali, Attendant/Messenger/Farm Worker/ Fisherman and other helpers:</p> <p>To carry out different duties as per required work in respective departments/units.</p> |

Note : Biometric Attendance system in sufficient numbers at different locations as per requirement to be arranged, installed, operated and maintained by the service provider agency.

4.0 GENERAL CONDITIONS:

- 4.1 For Any Other positions: The eligibility conditions and rate of payment will be decided by the University on case to case basis.
- 4.2 The rates of wages for each category will be strictly according to the rates as notified by the University administration. In addition to this EPF & ESIC (Employer's contribution) as per rules will be reimbursed on production of certified copy of challans by the agency.
- 4.3 Working hours of the deployed staff will be as per University Rule and as per requirement at the work place.
- 4.4 All services shall be performed by persons qualified and skilled in performing such services as per the requirement of the University in respect of different categories of manpower. It is clarified that as per need and on the receipt of the requirement from the University, the selected firm will be liable to provide manpower within 15 (fifteen) working days.
- 4.5 The agency/service provider shall engage such number of required manpower strength as required from time-to-time. The said employees engaged by the agency/service provider shall be the employees of the agency/service provider and it shall be agency/service provider's duty to pay salary and other dues as applicable every month. They shall not be employee of the University or its unit and have no claim whatsoever against the University. The persons provided by the agency shall not claim any benefit/compensation absorption/regularization of the services in the University or its unit. An undertaking from the persons to this effect will be required to be submitted by the agency to University at the time of deployment.
- 4.6 The manpower to be provided by the agency/service provider may have to work at different Institutions/Colleges/Research Stations, University H.Q. or any other place of Bihar Animal Sciences University.
- 4.7 The University reserves the right to increase or decrease the number of Outsourced Staff as per its requirement from time-to-time.
- 4.8 Approximate number of persons to be hired during the tenure of contract period of one year as per existing position is shown in the table which would be expected value of Rs 5.25 Crore per annum approx. Fresh posts can be added, and existing posts can increase or decrease depending upon requirement and fresh criterions.
- 4.9 The Vice Chancellor, BASU or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned. Jurisdiction in all dispute's suits will be in court of Patna

The Service Provider shall nominate a HR manager on its own payroll who shall be responsible for regular interaction with BASU so that optimal services of the persons deployed could be availed without any disruption. BASU Patna shall provide one Desk-space to such HR Manager at Patna/Kishanganj

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- 4.10 Checklist containing all the enclosures with corresponding page number must be provided at the beginning of the tender document. Further, the bidders have submit the tender document in prescribed performa in which proper page numbering must be present.
- 4.11 It will be responsibility of firm / agency to provide required manpower within 15 days of award of contract or assignment letter, failing which tender is liable to be rejected.
- 4.12 For any clarification and further details contact via email: registrarbasu@gmail.com

5.0 DOCUMENTS TO BE ATTACHED WITH TECHNICAL AND FINANCIAL BID:

The Technical Bids should be completed in all respects and contain all information asked for along with documentary proof. The Technical Bid should comprise of the following:

- 5.1 Agency profile-cum-Technical Bid
- 5.2 Tender Fee (Non-Refundable) in the form of DD for Rs. 2,500/- (Rs. Two thousand and five hundred) only.
- 5.3 Demand Draft of Rs. 12,00,000.00 (Rupees Twelve Lakh) only drawn in favor of "Finance Comptroller, Bihar Animal Sciences University, Patna" payable at Patna towards Earnest Money Deposit (EMD). This EMD shall be forfeited, if the contractor fails to commence the work as per the award letter for undertaking the job or in the event of withdrawal of offer during the validity period of offer or non-confirmation of acceptance of the order within the stipulated time after issue of the work order by the University.
- 5.4 Registration Certificate of Agency in support of agency registered with the Registrar of Companies / Registrar of firms in India under Company's Act 1956 or other suitable provision for job work for providing manpower.
- 5.5 Registration Certificate of Agency in support of agency registered under Contract Labour (Regulation and Abolition) Act, 1970 having valid labour license as on last date of submission of bid of 500 manpower.
- 5.6 Registration Certificate under Bihar Shops and Establishment Act 1953 in support of Infrastructure available for logistical support in the State of Bihar.
- 5.7 GST Registration Certificate and copies of GST Return of last quarter.
- 5.8 ISO 9001:2015 Certificate
- 5.9 Copies of PAN/TAN
- 5.10 Copy of Bank Details
- 5.11 Copy of the registration under ESIC
- 5.12 Copy of the Registration under EPFO
- 5.13 Latest proof of EPF Contribution of more than 250 manpowers in one month for the last three months. (Last month means preceding months from the last date of submission of tender). Certified copies of Annual turnover / report comprising of audited Balance sheet, profit and loss account / income and expenditure account and Income Tax returns (ITR) filed with matching PAN/TAN No. of agency for the last three years (i.e. 2018-19, 2019-20 and 2020-21).
- 5.14 Valid Character Certificate of Proprietor/ Partner/ Director of the firm.
- 5.15 The solvency certificate of minimum of Rs 01(One) crore issued by the Nationalized/Scheduled Commercial Bank in favor of the concerned agency.
- 5.16 Proof of minimum work experience of **eight years** for providing/supplying of manpower in Govt. Dept/ Universities/Constituent Colleges/ Govt. Educational Institutions/PSU.
- 5.17 Copy of at-least TWO agreement /work order being carried out currently with good performance certificate of the concerned, clearly mentioning number of manpower deployed and annual value of agreement / work order / Contract.
- 5.18 List of clients and Performance certificates issued by clients towards proof of successful performance of the work.
- 5.19 Affidavit from the Executive Magistrate that - (i) The sole proprietor or the partners of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law; and (ii) The agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization or changed the name of the firm. Also, the agency should not have any statutory dues of Government of India and/or State Government.

5.20 Undertaking that – The firm/service provider agrees to open an office in the premises of the University, The space for office will be provided by the University free of cost.

5.21 Checklist must be attached in prescribed proforma.

Note: *Technical Bids received without EMD/Insufficient EMD and after due date for receipt of Tenders shall not be considered and liable to be rejected. Incomplete tenders shall also be liable for rejection.*

6.0 BIDDER'S ELIGIBILITY CRITERIA:

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

- 6.1 The bidder shall deposit an amount of Rs. 2,500.00 (Rupees two thousand and five hundred) only as Tender Fees in the shape of Demand Draft / Bankers Cheque from Nationalized or commercial Bank payable to Finance Comptroller, BASU, Patna.
- 6.2 Demand Draft of Rs. 12,00,000.00 (Rupees Twelve Lakh) only drawn in favor of "Finance Comptroller, Bihar Animal Sciences University, Patna" payable at Patna towards Earnest Money Deposit (EMD).
- 6.3 The agency must have registration certificate under the Company's Act, 1956 or under other suitable provision for Job work for manpower.
- 6.4 The agency must submit valid labour license under Contract Labour (Regulation and Abolition) Act 1970 for supplying minimum 500 Manpower as on last date of submission of bid.
- 6.5 The agency must have ISO 9001: 2015 certificate.
- 6.6 The Agency must have registration certificate under Bihar Shop & Establishment Act, 1953.
- 6.7 Agency must have registration certificates of EPF, ESIC, GST and PAN/TAN Card.
- 6.8 GST Return certificate of last quarter.
- 6.9 Copy of TRRN details of EPFO Office in proof of EPF contribution for more than 250 persons in one month for last three months.
- 6.10 Agency must have an average annual turnover of not less than 5.0 crores in last three years i.e. 2018-19, 2019-20 and 2020-21, supported by balance sheet, profit & loss account and ITR.
- 6.11 Agency must have minimum 500 manpower (other than security services) on its pay-roll as per duly certified documents and presently having One Contract with Govt. Dept/ Universities/Constituent Colleges/ Govt. Educational Institutions/PSU for supplying of total 100 manpower per day duly certified by the concerned Govt. Dept/ Universities/Constituent Colleges/ Govt. Educational Institutions/PSU.
- 6.12 The sole proprietor or the Partners/ Director of the firm/company should not be involved in any Police Case and have never been punished by any Court of Law; and the agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization or changed the name of the firm. Also, the agency should not have any statutory dues of Government of India and/or State Government, duly corroborated by executive magistrate affidavit to this effect.
- 6.13 All pages of the bid document submitted must be duly signed and stamped by the firm as confirmation of acceptance of terms and conditions.
- 6.14 Valid character certificate of the Firm/Proprietor/Partner/Director from the competent authority which should not be more than six months older.
- 6.15 Copy of 1.0 cr (One crore) latest solvency certificate from bank.
- 6.16 Proof of work experience of eight years for providing of manpower (other than security services) in Govt. Dept/ Universities/Constituent Colleges/ Govt. Educational Institutions/PSU.
- 6.17 Proof of at-least Two agreement / work order of manpower (other than security services) currently working with Govt. Dept/ Universities/Constituent Colleges on the last date of online submission of tender duly certified by the concerned University/Govt. Department or PSU.

NOTE: Non-compliance of above eligibility criteria may disqualify the bidders from the tender exercise.

7.0 BID EVALUATION CRITERIA AND SELECTION PROCEDURE:

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The technical bids will be opened by a committee duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD/Tender fee/Affidavits, etc. submitted by the bidders will be verified for technical evaluation and the result of technical bid evaluation will be displayed on the University Website (www.basu.org.in) and E-Procurement Portal i.e. https://www.eproc.bihar.gov.in/BELTRON which can be seen by all bidders.

In the first stage, the Technical Proposal will be evaluated on the basis of technical criteria as mentioned below:-

The Applicant with highest marks (TM) will be given a Technical Score (ST) of 100 points. The Technical Scores of other Applicants will be computed as follows: $STx = 100 \times Tx/TM$

Tx = Technical marks scored as per below mentioned Technical Evaluation criteria to evaluate particular agency that is STx) (STx - The agency whose score is being evaluated.)

Table. The scoring criteria to be used for evaluation of Technical Proposal shall be as follows. Supporting documentation/proof/annexures to be compulsorily attached

| S. No. | Parameter | Marks Max |
|--------|--|-----------|
| 1. | Average Annual Turnover of the Bidder from the last three financial years Min Turnover as per eligibility criteria i.e. 05 Crore. Rs. 05 Crore and upto Rs. 07 Crores – (15) marks Above 07 Crore and upto 09 Crores – (20) Marks Above 09 Cores and upto 15 Crores –(25) marks Above 15 crores –(30) marks | (30) |
| 2. | Average Number of outsourced employees working for the bidder as certified by latest proof of EPF contribution as per TRRN report of EPFO office (Temporary Return Reference Number) of last three months in the FY 2022-23. >= 250 persons in average– 15 Marks >= 350 persons in average - 20 marks >= 450 persons in average– 25 Marks | (25) |
| 3. | ISO 9001:2015 certification continuous years without fail >=3 continuous years –(05) Marks >=5 continuous years –(10) Marks >=7 continuous years –(15) Marks | (15) |
| 4. | Active (running) work order of Manpower Supply (Other than Security Services) work in Govt. Department/Universities/Constituent Colleges / PSU on the last date of submission of tender. Rs. 01 Crore and upto Rs. 02 Crores – 2 marks / Per Work Order Above 02 Crore and upto 03 Crores – 4 Marks/ Per Work Order Above 03 Cores and upto 05 Crores – 6 Marks/ Per Work Order Above 5 crores – 8 marks/ Per Work Order | (30) |

7.1 The offers of those prospective bidders which do not meet the minimum eligibility requirements are liable to be rejected. A qualifying score of 55 marks out of 100 in the four parameters mentioned above is required to qualify for participation in Financial Bid.

7.2 In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times

7.3 **CARTEL FORMATION:** Tenderers may note that Offers of such firms who resort to unethical practice of cartel formation shall be rejected and the parties so shall also not be considered for award of any contract for the next two years in this University.

7.4 CRITERIA FOR OPENING OF FINANCIAL BID:

In the first Stage, the Bidder shall submit its Technical Bid of 100 marks (qualifying marks- 55 out of 100)

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- a) The Financial Bid of those Bidders who qualify in the Technical Bids will be opened only.
- b) Just before the opening of Financial Bids, marks obtained by Bidders in the Technical Bid can be announced, if so requested by the Bidders. However, non-disclosure of marks, which will form part of records, will not lead to any infirmity in the process.
- c) The bid will be awarded to the Bidder obtaining highest composite score.

Note: The bidders which will get technically less than 55 marks out of 100 will be considered as technically disqualified.

7.4.1 Evaluation Criteria for Financial Bid of technically qualified firm:-

7.4.1.1 The service charge quoted should be responsive and inclusive of all Stationery and office expenditure, Accounting & Administrative Charges, Cost of Recruitment Process, Profit, etc. excluding all statutory deductions and if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses.

7.4.1.2 The bidder should note that it should quote sufficient charges to cover its infrastructure expenses envisioned in the tender document.

7.4.1.3 The bidder shall quote percentage up to 2 decimal points. If the bidder quote percentage with more than 2 decimal points, then up to two decimal points will be taken into consideration without rounding off.

7.4.1.4 A two-stage procedure shall be adopted for evaluating the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS) process. 70% weightage would be given to the Technical Bid and 30% weightage would be given to the Financial Bid.**

7.4.1.5 The Financial Bids of only those firm/agencies who qualify technically will be opened. The lowest responsive bid will be given a financial score of 100 and the other proposals will be given financial score that are inversely proportionate to their cost bids. Financial Bids declared non responsive will be awarded zero marks.

7.4.2 **Financial Bid Evaluation:** The Financial Bid of those bidders, who qualify in the technical bid evaluation, will only be opened. The financial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

7.4.3 Quality and Cost based selection (QCBS)

The individual bidder's financial bid scores will be normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,

F_n = Normalized commercial score for the bidder under consideration (i.e. the scaled score with reference to the L-1 quote for a particular bidder).

F_b = Absolute financial quote for the bidder under consideration (to be more specific, the rate quoted by the particular bidder, in hand).

F_{min} = Minimum absolute financial quote (in other words, the rates quoted by the L-1 bidder)

For e.g. assuming that out of technically qualified bids any firm "A" who has quoted 5% as service charge is lowest one, it will be given a financial score of 100. Other technically qualified firms B, C & D who have quoted 6%, 7% and 8 % respectively will be given the financial score as worked out in the following examples

| <u>Firms</u> | <u>Bid Rate</u> | <u>Financial Score</u> |
|--------------|-----------------|--------------------------|
| Firm "A"- | 5% - | $5/5 \times 100 = 100$ |
| Firm "B"- | 6% - | $5/6 \times 100 = 83.33$ |
| Firm "C"- | 7% - | $5/7 \times 100 = 71.43$ |
| Firm "D"- | 8% - | $5/8 \times 100 = 62.50$ |

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7.4.4 EVALUATION AND COMPARISON OF BIDS:

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There will be 70 % weightage for Technical Bid and 30 % for the Financial Bid.

$$\text{Composite Score (S)} = T_s * 0.7 + F_n * 0.3$$

The Bidder with the highest Composite Score(S) would be awarded the contract.

7.4.4 AWARD OF CONTRACT

- a) BASU Patna will award the contract to the bidder whose quotation has been determined to be substantially responsive and with the highest marks/rank (H1) i.e. total of technical evaluation marks (70% weightage) & financial evaluation marks (30% weightage) shall be deemed as the successful bidder and shall be considered eligible bidder for further process. A bid will be considered as substantially responsive if it conforms to all terms & condition of the bid documents without material deviations. The bid will be awarded at the financial rates quoted by the bidder.
- b) If the highest scorer bidder fails to accept the work order or fails to supply the manpower in prescribed limit of time, the second higher scorer bidder may be offered the work order under the terms and conditions of the tender.
- c) In case of tie i.e. same score for two or more firms the successful bidder will be decided on the basis of the highest marks scored by vendor in second criteria of Technical bid, failing which third criteria, failing which fourth criteria. If all these criteria also result in tie, the turnover criteria shall be used.
- d) The following deviations will be deemed material deviations:
 - i) Non-submission of appropriate Bid Security;
 - ii) Bid-validity period less than that stipulated in this tender document
- e) BASU Patna's decision regarding responsiveness of bids will be based on the contents of the bid itself without recourse to extrinsic evidence and will be final.
- f) A bid determined as substantially non-responsive will be rejected by BASU, PATNA and shall not be considered beyond tender opening stage by correction of the non-conformity.
- g) BASU Patna may waive any minor infirmity or non-conformity or irregularity in a bid which in its opinion does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- h) Notwithstanding the above, BASU Patna reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- i) The bidder whose bid is accepted will be notified of the award of contract by BASU Patna prior to expiration of the bid validity period. The period of acceptance and signing of agreement is within 15 days from the issue of acceptance letter. The terms of the accepted bid shall be in corporate in the work order.
- j) Arrangement for transition period to change of agency will be seven (07) days without cost to the University.

8.0 PERIOD OF CONTRACT:

8.1 The contract will be initially for a period of one year which may be extended for further period of two year, one year at a time each, based on performance and with mutual consent.

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- 8.2 If required, the selected Agency shall be liable to continue its services to the University till engagement of new agency even after completion of their contract period. In such case the time period for performance security will be extended accordingly.

9.0 **PERFORMANCE SECURITY:**

- 9.1 The successful bidder will be required to submit the Performance Security Deposit of **Rs. 50.00 Lakhs (fifty lakhs only)** in favour of **Finance Comptroller, Bihar Animal Sciences University, Patna** in the form of Bank Guarantee valid for 39 months from the date of signing the contract agreement. In case the contract, based on the performance of the manpower or whatsoever any reasons, is extended / reviewed on the initial terms and conditions, the Bank Guarantee submitted to the University will be renewed accordingly.
- 9.2 The Bank Guarantee can be forfeited in the event of termination of contract on account of violation of any of the terms and conditions or non-compliance of terms and conditions of the agreement by the service provider or frequent absence of manpower from duty/misconduct on the part of manpower supplied by the service provider or non-compliance with any of the requirements of the labour laws such as failure to deposit EPF, ESIC etc., amounts as due with respective statutory authorities within stipulated time. The Bank Guarantee will be returned after six months from successful completion of the contract and after final settlement of all the dues.

10.0 **REIMBURSEMENT OF BILLS:**

- 10.1 All reimbursement to the service provider shall be made in INR in accordance with the provisions of this tender. Monthly bill shall be paid/reimbursed to the agency after submission of documents i.e. wages paid to engaged individual's Bank A/C through online (NEFT/RTGS) /EPF / ESIC deposited in the account of concerned engaged individual and after verification of attendance by In-charge / Head of respective unit.
- 10.2 The Service Provider shall ensure that the salary/remuneration to the persons so engaged is made/paid by 7th day of every succeeding month. The payment of manpower will be made by the agency irrespective of payment / reimbursement of bill by the University for at least six months period.
- 10.3 University shall deduct TDS for income tax, surcharges and Education or another cess, if any at source as-per statutory provision from the service provider at the prevalent rates as per instructions issued by Govt. of India /Govt. of Bihar from time-to-time.
- 10.4 Payment/reimbursement to Service Provider shall be made on monthly basis. Bill shall be submitted by the contractor after completion of every month duly enclosing the following documents
- Details of Remuneration/Wages paid to all the manpower deployed under the contract. Service provider must provide certificate Bank Transfer Sheet/Statement with monthly wages.
 - Attendance certified by an unit head in this regard by the University.
 - Copy of challan certified by the agency showing proof of remittance of ESIC and EPF of subsequent previous month.
 - The University will release payment/make reimbursement within 30 days from the date of the receipt of error free bills **subject to fulfilment of all conditions laid down for release of payments/reimbursement.**
 - The service provider must file a certificate, certifying the following
 - Wages of workers were credited to their bank accounts on..... (date).
 - ESI contribution related to manpowers amounting to Rs.....was deposited on.....(date) (copy of challan enclosed)
 - EPF contribution relating to manpowers amounting to Rs.was deposited on... (date) (copy of challan enclosed)
 - That he is complying with all statutory Labour Laws including minimum wages act.
 - The Service Provider should submit the bill in the name of the Finance Comptroller, Bihar Animal Science University, Patna in accordance with the above time schedule.
 - That he has not taken any gratification/security deposit, or, any money, by whatever name, while engaging the manpower on its rolls towards assuring him/her a job in its organization for services to be rendered at BASU, PATNA. In case of any such discovery/ evidence/ video/ audio, etc. BASU, PATNA shall be free to initiate suitable action, including initiation of penalty, liquidation of PSD, mentioning the factual matrix in the experience certificate, and or any action as per tender terms.

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- vii) Any damage or loss caused, in whatever form, by personnel(s) deployed by Service Providers to the BASU, PATNA would be recovered from the Service Provider.

11.0 NO ERASURES OR ALTERATIONS:

Techno-commercial details must be filled up. Corrections should be made by cancelling and re-writing and such corrections should be counter-signed by the bidder.

12.0 PENALTY :-

In case the Service Provider fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract or delays in deployment of manpower, the University reserves the right to impose the penalty as detailed below: -

- a) In case the Services Provider fails to deploy the personnel for a period of 15 days from the date of placement of order, the contract is liable to be terminated by the competent authority.
- b) In case of misconduct/misbehavior of Service Provider's personnel and after enquiry found correct, a penalty of Rs. 5000/- for each such incident shall be levied and the same shall be deducted from Service Providers bill. Besides, the manpower found involved in the incident shall be removed immediately.

The University will be free to deduct the amount of penalty for any of the violations as shown in the table below:

| Sl. | Payment of Wages and Submission of Bills | Penalty Clause |
|-----|--|---|
| 1 | Payment of wages on or before 7 th day of the month. | Not applicable |
| 2 | Payment of wages from 8 th to 20 th day of the month. | Rs. 50,000/- will be deducted from the bill of the agency. |
| 3 | Payment of wages after 21 st to 30 th day of the month. | Rs. 1,00,000/- will be deducted from the bill of the agency. |
| 4 | Delay in payment of wages beyond 30 th day of a month. | Termination of contract with forfeiture of performance guarantee and the award of contract will be made to 2 nd higher scorer bidder on the same rate.. |
| 5 | The firm must submit the bill for reimbursement within 10 days of making payment. | Delay beyond 10 days will be treated as non-compliance of terms & conditions. |
| 6 | Non-compliance of terms and conditions of contract or under payment of wages or other dues to the manpower including EPF and ESIs or issue of two warnings for delay in payment of wages.. | Appropriate action may be taken by University including termination of contract. In case of persistent default, a suit may be instituted before Labour Commissioner under Contract Labour Act-1970 including blacklisting of the firm. |

13.0 OTHER TERMS AND CONDITIONS:

- 13.1 The service provider's personnel deployed should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this University. The service provider shall be responsible for any act of commission or omission or indiscipline on the part of persons deployed by him. The University may do the screening of the candidates to be deployed by the agency considering the age, qualification and experience etc. Any loss caused due to negligence of agency or the manpower deployed the same may be recovered from the agency.
- 13.2 The University may require the service provider to dismiss or remove from the site of work, any persons deployed by the service provider, who may be incompetent or for his/her/their misconduct or services being not required and service provider shall forthwith comply with such requirements /directions.
- 13.3 The service provider must provide Photo Identity Cards to the persons employed for carrying out the work. These cards are to be constantly displayed and their loss shall be reported immediately to the Service Provider for replacement.
- 13.4 All services shall be performed by persons qualified and experienced in performing such services.
- 13.5 The Service Provider shall replace immediately any of its personnel, if they are found to be unacceptable to the University because of security risk, incompetence, conflict to interest and breach of confidentiality, improper conduct, or any other reason upon receiving instructions from the University in writing or oral.

13.6 The University shall not be liable for any loss, damage, theft, burglar or robbery of any personal

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- belongings, equipment or vehicles of the personnel deployed by the service provider.
- 13.7 The service provider shall depute a Supervisor HR Manager to take care of the functional requirements of deputed manpower who will report to the Registrar of the University.
- 13.8 The service provider shall not assign, transfer, pledge or subcontract the services to be provided without prior written consent of the University.
- 13.9 The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as these are confidential/ secret in nature.
- 13.10 The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of services with the University under the provisions of Industrial Disputes Act, 1947 and Contract Labor (Regulation & Abolition) Act, 1970. An undertaking to this effect from the personnel engaged shall be submitted by the service provider to the University.
- 13.11 The service provider shall ensure deployment of suitable personnel with proper background after verification by the local police, collecting proof of identity like driving license, bank account details, previous work experience, proof of residence, verification of qualification / certificates and recent photograph and withdraw/remove such persons who are not found suitable by the University for any reasons, immediately on receipt of such request.
- 13.12 The character and antecedents of each personnel of the service provider shall be got verified by the service provider before their deployment and the whole responsibility in the matter will rest with the Service Provider.
- 13.13 The service provider agency shall ensure the reservation policy of Govt. of Bihar as amended from time-to-time.
- 13.14 The service provider agency shall ensure proper conduct of the personnel deployed in University campus and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc.
- 13.15 The personnel deployed by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their wages (including bonus, ESI & EPF etc.) every month as per the Minimum Wages Act (as per rates approved by the Government of Bihar from time-to-time) and/or as per the provisions of the University by the Seventh day of the following month without linking the payment to be received from the University.
- 13.16 Any statutory requirement in respect of each personnel of the service provider will be the sole responsibility of the Service Provider.
- 13.17 Working hours would be normally 08 hours per day during working days excluding half an hour lunch break. However, the concerned person may have to work beyond office hours, in the exigencies of work. The working hours will be as prescribed by the University but the same may vary from unit to unit as per requirement.
- 13.18 The deputed manpower may be called on Sundays and other Gazetted holidays, if required.
- 13.19 The service provider shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the University. The service provider shall provide a substitute well in advance, if there is any probability of a person leaving the job due to his/her own personal reasons.
- 13.20 The Service Provider shall ensure that individual Bank Accounts of members are opened in their respective names and all payments shall be made through e-payment only as per the minimum wages notifications issued by Regional Labour Commissioner/University Administration from time-to-time. Payment in cash is totally prohibited.
- 13.21 The Service Provider shall be available for contacting at all times. Message sent by E-Mail or any other electronic message from University to the service provider shall be acknowledged immediately on receipt on the same day.
- 13.22 The Service Provider must maintain EPF account of his personnel deployed under the contract.
- 13.23 The Service Provider shall assist the new manpower in the opening of EPF/ESI account and bank account.
- 13.24 The Service Provider shall be responsible for any queries from the Regional/ Assistant Labour Commissioner on issues related to EPF/ESI etc.
- 13.25 The Service Provider shall submit the challan and documentary evidence in support of proof of deposit of EPF/ESI amounts, both employee's and employer's share, in respect of individual workers engaged for the University and shall entertain queries in this regard from manpower's. Any non-compliance by the Service Provider about the above provisions may lead to termination of the contract/agreement and forfeiture of performance guarantee.
- 13.26 The successful bidder shall enter into an Agreement with the University on Non-Judicial Stamp Paper of Rs. 1,000.00 (Rupees One Thousand) only within 15 days from the date of offer. Non-fulfillment of this condition of executing an agreement/contract document by the contractor would constitute sufficient ground for annulment of the award of the contract and forfeiture of Earnest Money Deposit.
- 13.27 The Service Provider shall ensure adherence to all laws especially including Contract Labour (Regulations & Abolition) Act 1970, Payment of Wages Act 1936, Workmen Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948, Employees Provident Fund & Miscellaneous Provision Act 1952 and Indian Contract Act 1872 as amended from time-to-time.
- 13.28 In case, the Service Provider does not execute the work as per the terms and conditions of the Work Order/Agreement, the University reserves the right to get/execute the work from some other contractor/agency and the expenditure, 'if any', incurred in this regard shall stand recoverable from the Service Provider.

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- 13.29 Disputes, grievances, if any, between the Service Provider and manpower deployed by the agency must be placed before the higher authority of the Agency and finally to the University whose decision will be final in this regard.
- 13.30 The personnel deployed shall not be below the age of 18 (Eighteen) years and above the age of 62 (Sixty two) years.
- 13.31 The Service Provider shall ensure to provide ESI cards to all the outsourced Employees within three months of commencement of work under this contract to enable them to avail of the entitled medical facilities.
- 13.32 In case of death or mishappening leading to any injury or disability whatsoever, occurred during ~~discharging the duty, the compensation/legal or any other liability solely rests with the service provider.~~
- 13.33 The minimum wages as per the notifications issued by the Government of Bihar from time-to-time shall be applicable.
- 13.34 Either party can terminate the agreement by giving 03 (three) months' notice in advance. If the agency fails to give 03 (three) months' notice in writing for termination of the agreement, then Performance Bank Guarantee (PBG) will be forfeited.
- 13.35 That on the expiry of the agreement, unless extended formally, the agency will withdraw all its personnel/manpower and clear their accounts by paying them all their legible dues.
- 13.36 In the event of any dispute arising from any of the clauses of the agreement, the matter will be referred to the competent authority of the University, whose decision shall be final and binding on both the parties.
- 13.37 The personnel of the agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent.
- 13.38 The successful bidder shall not engage any sub-contractor or transfer the contract to any other person/agency in any manner.
- 13.39 The successful bidder will have to provide the details of a single point of contact who should be contactable by the designated person of the University to answer any queries and resolve issues. He should be empowered to take decisions
- 13.40 At any time prior to the date of submission of bid, the University, may, for any reason whether at its own initiatives or in response to a clarification from prospective bidder modify the bidding documents by an amendment. All prospective bidders/tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. To provide reasonable time to take the amendment into account in preparing the bid, the University, may at its discretion, extend the date and time for submission of bids.
- 13.41 The University reserves all rights to make any changes in terms and conditions of the tender.
- 13.42 Canvassing, in any form is prohibited and the tenders submitted by the Contractor who resort to canvassing is liable for rejection.
- 13.43 **ARBITRATION:** In event of any question, dispute/difference arising under this contract/agreement the same shall be referred to sole arbitrator, the Vice-Chancellor of University, or his nominee. The award of the arbitrator appointed by Vice-Chancellor shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 13.44 Settlements of disputes, if any, about providing services and interpretation of any clause in this agreement, the decision of the Competent Authority of the University shall be final and binding.
- 13.45 Generally, Bihar Animal Sciences University, Patna, Bihar is exempted from payment of certain taxes, if found applicable, later the same shall be reimbursed at actual basis.
- 13.46 Provision of over time & tour will be applicable as per University norms.
- 13.47 Attachment/inclusion of forged/manipulated/false documents in the tender shall be liable for debarment or blacklisting as per decision of the competent authority of the University.
- 13.48 All qualified bidders may be empaneled on the basis of willingness to provide the service on same rates and terms & conditions as finalized for the Lowest successful bidder.

14.0 TERMINATION OF CONTRACT:

- 14.1 The Contract-Agreement can be terminated by either of the party at any point of time and without assigning any reasons thereof. However, notice period for such termination of Contract Agreement will be 03 (three) months in advance. The performance guarantee will be released within 90 days after termination of the contract.
- 14.2 Any violations of these terms and conditions will lead to termination of the contract with the Service Provider/Agency, forfeiture of the security amount and blacklisting of the agency for future jobs.
- 14.3 Whenever, there is duplication of clause either in the Notice Inviting Tender or in the terms and conditions/agreement, the clause which is favorable to the University will be considered applicable at the time of dispute. Any legal dispute arising out of the Job contract will be settled in District Court at Patna or at the Judicature of High Court at Patna only.

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AGENCY /SUPPLIER/FIRM/TENDERER/CONTRACTOR PROFILE

cum
(TECHNICAL BID)

(To be put in a separate sealed cover marked as 'TECHNICAL BID')

| Sl. | Particulars / Eligibility Criteria | Details of information to be provided by the bidder | | Details of proof enclosed at Page No. (To be mentioned mandatorily) | |
|-----|---|--|--|---|--|
| 1. | Name & Address of the Organization/ Agency / Firm | Name of the organization | | | |
| | | Address | | | |
| | | Pin Code | | | |
| | | Mobile No. | | | |
| 2. | Year of Establishment | | | | |
| 3. | Details of the Tender Fee of Rs. 2,500/- (Rs. Two thousand five hundred) only | Name of issuing Bank of DD | | | |
| | | DD No. | | | |
| | | Date | | | |
| | | Amount | | | |
| 4. | Details of the Earnest Money for Rs. 12,00,000/- (Rupees Twelve Lakh) only | Name of issuing Bank of DD | | | |
| | | DD No. | | | |
| | | Date | | | |
| | | Amount | | | |
| | | <i>In case of claim of exemption</i> | | | |
| | | NSIC Certificate No. | | | |
| | | Issuing date | | | |
| | | Valid up to | | | |
| 5. | Status of the Firm (Whether Pvt. Ltd. Company/Public Ltd. Company/Registered Partnership Firm / Proprietorship Firm) | | | | |
| | | | | | |
| 6. | Name of the Chairman/Managing Director / CEO / Partners along with their contact details (as the case may be) | Name | | | |
| | | Designation | | | |
| | | Contact No. | | | |
| | | Email Id. | | | |
| 7. | Details of agency registered with the Registrar of Companies/Registrar of Firms in India under Company's Act 1956 or other suitable provision for job work for manpower. (Mention Registration Number and date and enclose Registration Certificate copy) | Registration Certificate copy enclosed? YES / NO | | | |
| | | Registration Number | | | |
| | | Registration date | | | |

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| Sl. | Particulars / Eligibility Criteria | Details of information to be provided by the bidder | Details of proof enclosed at Page No. (To be mentioned mandatorily) |
|-----|--|---|---|
| 8 | Details of agency registered under Contract Labour (Regulation and Abolition) Act, 1970 with a capacity of 500 manpower. (Mention Registration Number and date and enclose Registration Certificate copy) | Registration Certificate copy enclosed? YES / NO | |
| | | Registration / License Number | |
| | | Registration date | |
| 9 | Details of agency registered under Bihar Shop and Establishment Act, 1953 (Mention Registration Number and date and enclose Registration Certificate copy) | Registration Certificate copy enclosed? YES / NO | |
| | | Registration Number | |
| | | Registration date | |
| 10 | Details of agency registered for GST purposes. (attach self-attested copy) | GST Registration Certificate copy enclosed? YES / NO | |
| | | Registration Number | |
| | | Registration date | |
| | | Attested Copy of GST return of last quarter enclosed? YES / NO | |
| 11 | Details of the certificate of ISO 9001:2015 of firm/agency. (attach self-attested copy) | Attested copy of the ISO 9001:2015 certificate enclosed? YES / NO | |
| | | Certificate Number | |
| | | Issuing date | |
| 12 | Details of PAN/TAN of the firm / agency. (attach self-attested copy) | Copy of PAN / TAN enclosed? YES / NO | |
| | | PAN No. | |
| | | TAN No. | |
| 13 | Bank details of the firm / agency. (attach self-attested copy) | Copy of Bank details enclosed? YES / NO | |
| | | Account Number | |
| | | Bank & Branch Name | |
| | | IFSC Code | |
| 14 | Details of the ESIC Registration of the firm / agency (attach self-attested copy) | Copy of ESIC registration enclosed? YES / NO | |
| | | ESIC Registration / Code No. | |
| | | Issuing Date | |
| 15 | Details of the EPF Registration of the firm / agency (attach self-attested copy) | Copy of EPF registration enclosed? YES / NO | |
| | | EPF Registration / Code No. | |
| | | Issuing Date | |

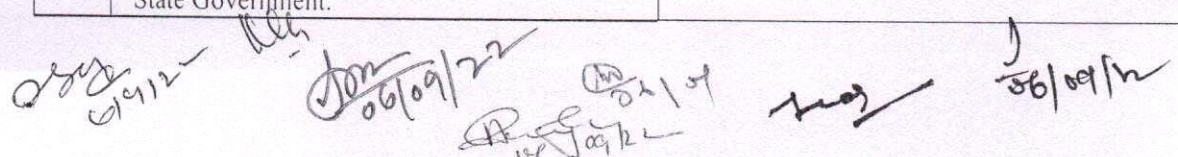
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| Sl. | Particulars / Eligibility Criteria | Details of information to be provided by the bidder | Details of proof enclosed at Page No. (To be mentioned mandatorily) | | | | | | | | |
|----------------|---|---|---|---------------------------|-----------|----|-----------|-----|-----------|-----|--|
| 16 | <p>Details of EPF contribution of more than 250 manpowers in one month for the last three months.</p> <p>(attach self-attested copy of TRRN details of EPFO)</p> | <p>Copy of TRRN details of EPFO in proof of EPF contribution of the manpower in one month for last three months attached ?</p> <p style="text-align: center;">YES / NO</p> <table border="1" data-bbox="767 409 1326 645"> <thead> <tr> <th data-bbox="767 409 1046 488">Name of Month</th> <th data-bbox="1046 409 1326 488">No. of manpower/employees</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> | Name of Month | No. of manpower/employees | | | | | | | |
| Name of Month | No. of manpower/employees | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| 17 | <p>Details of Annual Turnover of the Company / Firm for the last three years:</p> <p>(attach self-attested copy)</p> | <p>Copy of audited Balance Sheet, Profit & Loss Account and ITR with matching PAN No. of Agency/firm enclosed ?</p> <p style="text-align: center;">YES / NO</p> <table border="1" data-bbox="767 801 1326 965"> <thead> <tr> <th data-bbox="767 801 999 842">Financial Year</th> <th data-bbox="999 801 1326 842">Annual Turnover</th> </tr> </thead> <tbody> <tr> <td data-bbox="767 842 999 882">2018-2019</td> <td data-bbox="999 842 1326 882">Rs</td> </tr> <tr> <td data-bbox="767 882 999 922">2019-2020</td> <td data-bbox="999 882 1326 922">Rs.</td> </tr> <tr> <td data-bbox="767 922 999 965">2020-2021</td> <td data-bbox="999 922 1326 965">Rs,</td> </tr> </tbody> </table> | Financial Year | Annual Turnover | 2018-2019 | Rs | 2019-2020 | Rs. | 2020-2021 | Rs, | |
| Financial Year | Annual Turnover | | | | | | | | | | |
| 2018-2019 | Rs | | | | | | | | | | |
| 2019-2020 | Rs. | | | | | | | | | | |
| 2020-2021 | Rs, | | | | | | | | | | |
| 18 | <p>Whether Agency has minimum 500 manpower (other than security services) on its pay-roll as per duly certified documents and presently having One Contract with Govt. Dept/ Universities/Constituent Colleges/ Govt. Educational Institutions/PSU for supplying of total 100 manpowers per day duly certified by the concerned Govt. Dept/ Universities/Constituent Colleges/ Govt. Educational Institutions/PSU. (Attach documents duly certified and duly certified by the concerned Govt. Dept/ Universities /Constituent Colleges/ Govt. Educational Institutions/PSU.).</p> | YES / NO | | | | | | | | | |
| 19 | <p>Whether attached an Affidavit from the Executive Magistrate that -</p> <p>(i) The sole proprietor or the Partners/ Director of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law; and</p> <p>(ii) The agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization or changed the name of the firm. Also, the agency should not have any statutory dues of Government of India and/or State Government.</p> | YES / NO | | | | | | | | | |



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| Sl. | Particulars / Eligibility Criteria | Details of information to be provided by the bidder | Details of proof enclosed at Page No. (To be mentioned mandatorily) | | | |
|---|--|---|---|----|---|--|
| 20 | Whether Valid character certificate of the Firm/Proprietor/Partner/Director from the competent authority which should not be more than six months older. | YES / NO | | | | |
| 21 | Whether attached the solvency certificate of minimum of Rs 01 Cr. (One) crore issued by the Nationalized / Scheduled Commercial Bank in favor of the concerned agency | YES / NO | | | | |
| 22 | Details of the Company/Firm has a minimum work experience of 08 (Eight) years for providing of manpower (other than security services) in Govt. Dept/ Universities/Constituent Colleges/ Govt. Educational Institutions /PSU. (attach self-attested copy) | Copy of work experience enclosed? YES / NO | | | | |
| | | Name of Govt. Department / Govt. Educational Institutions whereat the firm undertaken the work | Period | | | |
| | | | From | To | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total period of experience :- Years Months Days | | | | | | |
| 23 | Details of at-least Two agreement / work order of manpower (other than security services) currently working with Govt. Dept/ Universities/Constituent Colleges on the last date of online submission of tender duly certified by the concerned University/Govt. Department or PSU (attach self-attested copy) | Copy of the agreement/work order being carried out currently along with good performance certificate clearly mentioning number of manpower deployed and annual value of agreement / work order enclosed ? YES/ NO (If yes mention the following) | | | | |
| | | Name of Client | Period of contract | | Annual Value of Agreement / Work Order (In Crore) No. of manpower deployed | |
| | | | From | To | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 24 | Whether the firm has defaulted from payment to Govt./Workers dues at any point of time or Black listed by a Govt. Department/PSU etc. (If yes, please give details) | YES / NO | | | | |

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| Sl. | Particulars / Eligibility Criteria | Details of information to be provided by the bidder | Details of proof enclosed at Page No. (To be mentioned mandatorily) |
|-----|---|---|---|
| 25 | Whether attached the undertaking that – The firm/service provider agrees to open an office in the premises of the University. The space for office will be provided by the University free of cost. | YES / NO | |
| 26 | Whether attached List of the clients and Performance Certificates issued by clients towards proof of successful performance of the work. | YES / NO | |
| 27 | Whether attach the checklist of the tender | YES / NO | |

Declarations:

- a) I/We have read the instructions and I/We understand that if any false information, furnished in Technical Bid and Agency Profile, is detected at a later date, any contract made between ourselves and Bihar Animal Sciences University, Patna, can be terminated by the University and I/We will be solely responsible for the consequences (The declaration shall be signed by an authorized representative of the bidder with seal).
- b) In case of tie i.e. same score for two or more firms the successful bidder will be decided on the basis of the highest marks scored by vendor in second criteria of Technical bid, failing which third criteria, failing which fourth criteria. If all these criteria also result in tie, the turnover criteria shall be used.
- c) I/We agree that the decision of Bihar Animal Sciences University, Patna, in selection of Agency/Firm will be final and binding to me/us.
- d) I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place: _____

Signature: _____

Name: _____

Date: _____

Designation: _____

Seal of the company/firm :

19/12/20
 1. _____
 21/12
 21/12/20

DETAILS OF RATES TO BE QUOTED BY THE TENDERERS FOR THE AWARD OF CONTRACT FOR PROVIDING MANPOWER ON OUTSOURCING BASIS

| | | |
|---|--|------------------------|
| Service Charges* | The quoted rates should be responsive and inclusive of all Stationery and office expenditure, Accounting & Administrative Charges, Cost of Recruitment Process, Profit, etc. excluding all statutory deductions and if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses. | |
| | (Please quote the rate) | |
| | (In figure): | (Percent) |
| | (In words): | (Percent) |
| *Service charge will be applicable as percentage of total amount of bill without GST and Service tax as per provisions of Bihar Govt. | | |
| *Statutory deductions / taxes will be applicable as per Government notification from time to time. | | |

NOTE:-

- The quoted-rates should be responsive and inclusive of all Stationery and office expenditure, Accounting & Administrative Charges, Cost of Recruitment Process, Profit, etc. excluding all statutory deductions and if any, accidental expenses incurred by the company in execution of the work, minor equipment profit & overheads of the company and any other known and unforeseen expenses.
- The rates shall be net and nothing extra shall be payable over and above the quoted rates.
- Financial Bid having agency service charge as unreasonably low will be construed as to intentionally kill the tender and such bid will be summarily rejected**
- The terms and conditions and rates of the individual items accepted by the University shall remain valid for the modified numbers also and no claim on account of curtailment / additional manpower/quantum of work shall be entertained by the University.
- Payment of "manpower" shall be as per rules of "The Minimum Wages Act" applied for Bihar Govt.
- Quoted Service Charges should be sufficient to meet out the statutory deductions.
- Certified that I / We have read the instructions given in the tender documents. I / We undertake to supply the required categories and number of manpower. I / We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents. Further, in case of tie i.e. same score for two or more firms the successful bidder will be decided on the basis of the highest marks scored by vendor in second criteria of Technical bid, failing which third criteria, failing which fourth criteria. If all these criteria also result in tie, the turnover criteria shall be used.

(Signature of Authorized person)

Name: _____

Date: _____

Designation: _____

Place: _____

Office Address: _____

Phone (Office): _____

Seal of the Company/Firm/Agency/Contractor

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06/09/22

CHECK LIST TO BE ATTACHED WITH THE TENDER

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Important Notice : Any incomplete tender / bid may be rejected. To aid the bidders in submitting the tender/ bid, a checklist is included in the Bid Document. The bidders must fill this and upload the same through e-procurement portal and further submit along with the hard copy of their tender / bid in their own interest.

Tender No. and Dated. : **Tender No. BASU/Reg/....03..... /2022** dated 07/09/2022

Name of the Work : **Hiring Services of Agency for Deployment of Manpower on Outsourcing basis**

| Sl. No. | Particulars of Completed Tender Document | Status of Submission (Indicate Yes/No) | Ref. Page No. of Bid |
|---------|--|--|----------------------|
| 1. | Have you downloaded it from Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON) | | |
| 2. | Have you submitted the Tender Fee (Non-Refundable) in the form of DD for Rs. 2500/- (Rs. Two thousand five hundred) only (DD should be prepared before the last date of submission of Tender.) | | |
| 3. | Earnest Money in the form of DD for Rs. 12,00,000/- (Rupees Twelve Lakh) only | | |
| 4. | Technical Bid | | |
| a) | Agency profile-cum-Technical Bid | | |
| b) | Registration Certificate of Agency in support of agency registered with the Registrar of Companies / Registrar of firms in India under Company's Act 1956 or other suitable provision for job work for manpower. | | |
| c) | Registration Certificate of Agency in support of agency registered under Contract Labour (Regulation and Abolition) Act, 1970 having valid labour license as on last date of submission of bid of 500 manpower. | | |
| d) | Registration Certificate under Bihar Shops and Establishment Act 1953 in support of Infrastructure available for logistical support in the State of Bihar. | | |
| e) | GST Registration Certificate and copies of GST Return of last quarter. | | |
| f) | ISO 9001:2015 Certificate | | |
| g) | Copies of PAN/TAN | | |
| h) | Copy of Bank Details | | |
| i) | Copy of the registration under ESIC | | |
| j) | Copy of the Registration under EPFO | | |
| k) | Copy of TRRN details of EPFO Office in proof of EPF contribution for more than 250 persons in one month for last three months | | |
| l) | Certified copies of Annual turnover / report comprising of audited Balance sheet, profit and loss account / income and expenditure account and Income Tax returns (ITR) filed with matching PAN/TAN No. of agency for the last three years (i.e. 2018-19, 2019-20 and 2020-21). | | |
| m) | Valid character certificate of the Firm/Proprietor/Partner/Director from the competent authority which should not be more than six months older | | |
| n) | The solvency certificate of minimum of Rs 01(One) crore issued by the Nationalized/Scheduled Commercial Bank in favor of the concerned agency | | |
| o) | Proof of minimum work experience of eight years for providing/supplying of Manpower Services. | | |
| p) | Copy of at-least Two agreement /work order being carried out currently with good performance certificate of the concerned clearly mentioning number of manpower deployed and annual value of agreement / work order. | | |
| q) | List of the clients and Performance certificates issued by clients towards proof of successful performance of the work. | | |
| 5. | Affidavit / Undertaking with regard to - | | |
| a) | Affidavit from the Executive Magistrate that - (i) The sole proprietor or the partners/directors of the firm/company is/are not involved in any Police Case and have never been punished by any Court of Law; and (ii) The agency should not have been blacklisted by any Government or Semi Government Department or any PSU or any other Organization or changed the name of the firm. Also, the agency should not have any statutory dues of Government of India and/or State Government. | | |
| b) | Undertaking that - The firm/service provider agrees to open an office in the premises of the University. The space for office will be provided by the University free of cost. | | |
| 6. | Whether all the documentary evidences are duly self-attested ? | | |
| 7. | Whether all the pages of tender document are duly filled, signed and stamped? | | |
| 8. | Whether Price Bid is properly filled as per Tender Document stipulation? | | |
| 9. | Whether DD towards Tender Fee and EMD kept in a separate envelope and duly sealed? | | |
| 10. | Whether Technical Bid, duly sealed as required? | | |
| 11. | Whether all above envelopes kept inside one envelope? | | |

Signature of Bidder :- _____

Name :- _____

Date: _____

Full Address :- _____

Telephone No. :- _____

e-mail address :- _____

Mobile No. :- _____

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