

By hand

पत्रांक-म०भो०/को०-154/2012...17.11.12/

बिहार सरकार  
शिक्षा विभाग  
बिहार राज्य मध्याह्न भोजन योजना समिति

प्रेषक:

सचिव,  
बिहार राज्य मध्याह्न भोजन योजना समिति  
—सह—  
निदेशक,  
मध्याह्न भोजन योजना,  
बिहार, पटना।

सेवा में,

निदेशक,  
सूचना एवं जन सम्पर्क विभाग,  
बिहार, पटना।

पटना, दिनांक 23.11.12


विषय: "बिहार राज्य मध्याह्न भोजन योजना समिति" अन्तर्गत विभिन्न पदों के लिये मानव संसाधन उपलब्ध कराने हेतु निविदा प्रकाशित करने के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि "बिहार राज्य मध्याह्न भोजन योजना समिति" अन्तर्गत विभिन्न पदों के लिये मानव संसाधन उपलब्ध कराने हेतु निविदा का प्रारूप पाँच प्रति में सी०डी० सहित संलग्न कर भेजा जा रहा है।

अनुरोध है कि इसे प्रमुख दैनिक सामाचार पत्रों में प्रकाशित करने की कार्रवाई की जाए।

विश्वासभाजन

  
21.11.12.  
(आर० लक्ष्मणन)  
निदेशक,  
मध्याह्न भोजन योजना,  
बिहार, पटना।

## Tender document for hiring manpower

Tender document includes:

- a. Notice Inviting Tender
- b. Instruction to bidders
- c. General Conditions (Commercial) of the Contract
- d. Special Conditions of Contract if any
- e. Schedule of requirement and Hire Charges
- f. Services to be provided
- g. Bid Form and price schedule
- h. Bid security form
- i. Performance security Bond Form
- j. Letter of authorisation on to attend bid opening

SECTION – I

**Govt. of Bihar  
Department of Education  
Bihar Rajya Madhyan Bhojan Yojana Samiti  
(Bihar State Text Book Publishing Corporation, Campus)  
Budh Marg, Patna-800001**

NIT No. - 01

Date- 21.11.12

**Notice Inviting Tender**

1. Sealed tenders are invited from reputed manpower/Human Resource provider Agencies located in Patna for the placement of supporting and Clerical staffs such as office Assistant, Computer operator, Stenographer cum typist, Nutrition Expert, Peon, Security Guard & Sweeper for Bihar Raja Madhyan Bhojan Yojana Samiti.
2. The documents may be obtained by cash/demand draft from this office at the above mentioned address on payment of Rs. 500/- (Rupees five hundred only) or can be downloaded from website mdmsbihar.org. Those bidders downloading tender documents from website should deposit tender document fee Rs. 500/- in the form of demand draft. in favour of Secretary Bihar Rajya Madhyan Bhojan Yojna Samiti. payable at Patna.
3. Selection will be on the basis of fulfillment of the criteria.
4. The sealed tenders with separate technical and financial bids duly filled in the prescribed performa must reach by registered post to Secretary, Bihar Rajya Madhyan Bhojan Yojana Samiti (Bihar State Text Book Publishing Corporation Campus) Budh Marg, Patna-800001 or should be dropped in Tender box kept in the above said office of BRMBYS so as to reach him last by 12.00 hours of 21.12.12
5. The Tender may be sent by post to Secretary Bihar Rajya Madhyan Bhojan Yojna Samiti (Bihar State Text Book Publishing Corporation, Campus) Budh Marg, Patna-800001. dropped in the tender box placed at Bihar Rajya Madhyan Bhojan Yojana Samiti, head office at above said address.
6. Bid received after closing date and time will not be considered. The tenders will be opened at 2.00 hours of 21.12.12. The Bidder or his authorized representative may be present at 2.00 hours on 21.12.12 at the time of opening of the tender.
7. The monthly charges including all taxes and minimum qualification should be clearly indicated in the offer.

**(R. Lakshmanan)**  
Director,  
Mid-day Meal Scheme,  
Bihar, Patna.

## SECTION – II

### Instructions to bidders

1.1 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid Document, Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

1.2 A prospective bidder requiring any clarification on the Bid Document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of Bid Document, which it receives not later than 7 days prior to the date of opening of Tender.

### 2. DOCUMENTS REQUIRED TO BE SUBMITTED FOR ESTABLISHING BIDDERS ELIGIBILITY AND QUALIFICATIONS

- i. Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be, and latest Annual Account in form c6.
- ii.
  - a) Current valid copy of registration certificate obtained from Labour Commissioner Office.
  - b) Current Valid copy of registration Service Tax Registration
  - c) Current Valid copy of PAN Card
  - d) No relation certificate as per Annexure – XII
  - e) EMD not forfeited certificate as per Annexure-XIII
  - f) Current Valid copy of registration certificate from ESI and EPFO.
- iii. Income Tax return filed for the last 3 years.

### 3. AMENDMENT TO BID DOCUMENT :

- i) At any time, prior to the date of submission of bid, Secretary B.R.M.B.Y.S. may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the Bid Documents by amendments.
- ii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

### 4. DOCUMENTS COMPRISING THE BID :

The bid prepared by the bidder shall comprise the following components.

- a) Documentary evidence established in accordance with clause 2. that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) Bid security furnished in accordance with clause 8.
- c) A clause by clause compliance as per clause 7.
- d) Bid form and price schedule completed in accordance with clause 8 and 9.

5. BID FORM:

The bidder shall complete the financial bid form as per Section VII along with appropriate price schedule as per requirement furnished in Section-V of the bid document and Technical Bid Form as per section VII A.

6. BID PRICE:

- i) The supplier shall quote price as per schedule given in section V for all types of Human Resource services given in the schedule of requirement. The composite price should include all the type of "Taxes, including services Tax etc., as applicable from time to time. However' the basic unit price needs to be individually indicated against the supply under the contract.
- ii) The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation on any account. A BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- iii) "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv) The price for all types of Human Resource services mentioned in the section-V can be increased up to 10 % per annum at the time of renewal depending on the increase of the rate of inflation and economic condition of B.R.M.B.Y.S. and therefore this increase will not be essential and binding upon BRMBYS.

7. CLAUSE BY CLAUSE COMPLIANCE:

A clause by – clause compliance of service to be provided (SECTION VI), and special condition (Section IV) shall be given, In case of deviation a statement of deviation shall be given.

8. BID SECURITY :

8.1 Pursuant to clause 7, the bidder must deposit Rs. 25,000/- (Rupees twenty five thousand only) as Bid Security. The bid security shall be in the form of Bank guaranty/demand draft drawn in favour of Secretary Bihar Rajya Madhyam Bhojan Yojana Samiti payable at Patna.

8.2 THE BID SECURITY MAY BE FORFETED:

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) If the successful bidder fails
  - i) to sign contract in accordance with clause 18
  - ii) to furnish performance security in accordance with clause 2 of section III.
  - iii) A bid not secured in accordance with para 11.1 shall be rejected to the bidder unopened.
  - iv) The bid security of unsuccessful bidder will be discharged/returned as early as possible

as but not later than 30 days after the expiry of the period of bid validity.

**9. FORMAT AND SIGNING OF BID:**

The bidder shall prepare one complete set of originals of Technical bid and Financial bid placed in separate covers clearly marking them as “original” and two copies of the same placed in separate covers clearly marking them as ‘copy’. In the event of any discrepancy, the original shall govern.

- 9.1 The original and copies of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorised to bind the bidder the contract.
- 9.2 The over writing/erasures in the bid made by the bidder shall be signed by the person signing the bid.
- 9.3 The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 9.4 (i) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the State of Bihar and the same be attested by a notary public or registered before Sub-Registrar of the states (s) concerned.  
  
(ii) The power Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body corporate.  
  
(iii) In case of the bidder being a firm, the said power of Attorney should be executed by all the partner (s) in favour of the said Attorney.

**10. SUBMISSION OF BID:**

**THE COVER CONTAINING THE BIDS SHOULD BE SEALED WITH WAX.**

The bids should be submitted in two covers. The first cover super scribed as “Technical Bid” shall contain documents establishing bidders’ eligibility as per clause 2 & 5 of section- II and a certificate on relatives working in Secretary B.R.M.B.Y.S. as per clause -8 of section –IV. The second cover super scribed as “Financial Bid” shall contain the DD for bid security as per section -II, clause- 11 and the rates quoted by the contractor for each item shown in the schedule of requirement as per Section –V. Both the covers of “Technical bid” and Financial bid” should be sealed separately by the personal seal of the bidder.

The sealed tenders with separate technical and financial bids duly filled in the prescribed performa must be reach by registered post to Secretary, Bihar Rajya Madhyan Bhojan Yojana Samiti (Bihar State Text Book Publishing Corporation Campus) Budh Marg, Patna- 800001 or should be dropped in Tender box kept in the above said office of BRMBYS so as to reach him last by 12.00 hours of 21.12.12

Any Bid received after the deadline for submission of Bids shall be rejected and Secretary

Bihar Rajya Madhyam Bhojan Yojana Samiti, is not responsible for any postal/Courier delay.

11. BID OPENING :

B.R.M.B.Y.S. shall open Technical bid cover containing documents details as per clause 9 in the presence of bidders or their authorised representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in Section X). After scrutiny of the Technical Bid for its satisfactory specification, the B.R.M.B.Y.S. will short list those who are eligible and the date of opening of Financial Bid will be intimated later on. The Financial Bid will be opened only in those cases who fulfil the eligibility conditions & furnish all documents as given in Technical Bid.

12. EVALUATION :

12.1 B.R.M.B.Y.S. Shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

12.2 If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. Prior to detailed evaluation, B.R.M.B.Y.S. will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by B.R.M.B.Y.S. .

12.3 Secretary B.R.M.B.Y.S. shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in Section V of the bid document.

12.4 The Tenders are required to quote their rate as per the schedule of SECTION "V". Bidder will be selected in the following basis :

- (a) The lowest total amount for all kind of Human Resource services quoted by any one bidder in the comparative chart will be selected and contract will be awarded.
- (b) In case, same rate quoted by two agencies, the selection will be based on the high turnover, high qualitative of service and sound financial strength of the agency.

13. AWARD OF CONTRACT:

B.R.M.B.Y.S. shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with Section IX with the bid document.

14. RIGHT OF VARY QUANTITIES:

B.R.M.B.Y.S. reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

15. **SIGNING OF CONTRACT:**

- 15.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
- 15.2 Upon the successful bidder furnishing the performance Security, the B.R.M.B.Y.S. shall discharge its bid security in pursuant to clause 11.

16. **ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause -- 15 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Secretary B.R.M.B.Y.S. may make the award to any other bidder at the discretion of Secretary B.R.M.B.Y.S. or call for new bids.

17. **PERIOD OF VALIDITY OF BIDS:**

- (i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by B.R.M.B.Y.S. as non-responsive.
- (ii) A bidder accepting the request of B.R.M.B.Y.S. for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

### **SECTION III**

#### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

1. **APPLICATION:**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by B.R.M.B.Y.S.

2. **PERFORMANCE SECURITY:**

- 2.1 For successful bidders the Bid security of Rs. 25,000/- will be converted into performance security.
- 2.2 The successful bidder is required to pay Total performance security amount equal to 10 % of the approved Negotiated Rates per month x 12 months.
- 2.3 Performance security shall be submitted in the form of Demand draft drawn in favour of Bihar Rajya Madhyan Bhojan Yojana Samiti, Bihar issued by a Nationalised Bank or by bank guaranty in the proforma provided in section IX of the Bid Document.
- 2.4 Performance security will be discharged after completion of contractor's performance obligations under the contract.
- 2.5 If the contractor fails or neglects any of his obligations under the contract, it shall



be lawful for B.R.M.B.Y.S. to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. EXECUTION TIME LIMIT:

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. PAYMENTS TERMS:

Monthly bills shall be submitted in duplicate to the B.R.M.B.Y.S. specified in contract along with attendance sheets of the employees. The copy of service tax paid challan for the previous month/Quarter as the case may be should be produce along with the bills for payment.

(a) Prices:-

- (i) Rates charged by the contractor for the services given under the contract shall not be higher than the price quoted by the contractor in his bid.
- (ii) In case of any reduction of taxes, statutory levies (if any), Employer's contribution in respect of ESI and EPF during the contractual period, B.R.M.B.Y.S. shall take the benefit of decrease in such taxes/duties for the services to be availed from the date of enactment of revised duties/taxes.
- (iii) In case of increase in taxes/duties, Employer's contribution in respect of ESI and EPF during the contractual period, B.R.M.B.Y.S. shall be liable to revise the rates as per new taxes/duties for the services to be availed for the remaining period of the contract.
- (iv) The price for all types of Human Resource services mentioned in the section-V can be increased up to 10 % per annum at the time of renewal depending on the increase of the rate of inflation and economic condition at the discretion of the Secretary B.R.M.B.Y.S. and therefore this increase will not be essential and binding upon BRMBYS.

5. TERMINATION OF CONTRACT:

5.1 B.R.M.B.Y.S. may without prejudice to any other remedy for reach of contract, may terminate the contract in whole or in parts.

- (a) If the contractor fails to arrange the supply of any or all of the manpower/supporting staff within the period (s) specified in the contract or any extension thereof granted by B.R.M.B.Y.S.
- (b) If the contractor fails to perform any other obligations (s) under General & Special conditions of the contract.

5.2 B.R.M.B.Y.S. may without prejudice, to other rights under law or the contract provided get the hiring of manpower/supporting staff done at the risk and cost of the contractor, in above circumstances.

5.3 "The B.R.M.B.Y.S. Reserves the right to stop the usage of any kind of

manpower/supporting staff & Terminate the Tender at any time during the validity/ Extended period of Tender without assigning any reason what so ever & B.R.M.B.Y.S. shall not be responsible for any loss to contractor on this Account”.

5.4 DETERMINATION OF L-1 & REQUIREMENT OF EXTRA PERSONNEL/SPORTING STAFF

- a) In case the numbers of qualified bidders are less/more than the requirement then the first option of providing the Human Resource service will be given to L-1 rate.
- b) Depending on availability of supporting staff from L-1&L-2, Allotment of unspupplied manpower/supporting staff by L-1, L-2 to the remaining technically qualified bidders will be Right of B.R.M.B.Y.S., to offer at L-1 rate.

6. TERMINATION FOR INSOLVENCY:

B.R.M.B.Y.S. may also by giving written notice and without compensate on to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or case to exit, and the decision of B.R.M.B.Y.S.as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

8. ARBITRATION:

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Secretary, B.R.M.B.Y.S. or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the function of the Secretary or by whatever designation such officers may be called (Hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuse to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the B.R.M.B.Y.S. , Shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the

arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of B.R.M.B.Y.S. or a Government servant or that he has to deal with the matter to which the he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory or re-enactment of or any rules made thereof.

- 8.2 The venue of the arbitration proceedings shall be office of B.R.M.B.Y.S. or such other place as the arbitrator may decide.
- 8.3 The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

9. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him at the time of termination/expiry of contract) under this contract may be appropriate by B.R.M.B.Y.S. and set off the same against any claim of B.R.M.B.Y.S. for payment of a sum of money arising out of this contract or under any other contract made by contractor with Secretary, B.R.M.B.Y.S. .

## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in Section II and General (Commercial) conditions of the contract as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of Bihar the revised schedule will be notified, However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. B.R.M.B.Y.S. reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with B.R.M.B.Y.S.
4. B.R.M.B.Y.S. reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. B.R.M.B.Y.S. has no responsibility for any injuries or death caused to the manpower/ supporting staff hired by it and will not entertain any claim under the provision of any law.
6. The engagement and employment of supporting staff/manpower and payment of honorarium/ways to them as per existing provisions of various labour laws and

regulation is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

7. No sub-contracting is permissible by B.R.M.B.Y.S. The near relatives of all B.R.M.B.Y.S. employees, executive/Non-executive employees either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - (a) Members of a Hindu undivided Family,
  - (b) They are husband and wife,
  - (c) The one is related to the other in the manner as father, mother son (s), son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) & brother's wife, sister (s) & sister's husband (brother-in-law).
8. The tenders(s) should give a certificate to the effect that none of his/her such relative is working in the B.R.M.B.Y.S. as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the company, Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed, The B.R.M.B.Y.S. will be paid for any damages caused to it by contractor. The company or firm or the person will also be debarred for further participation.
9. The contractor shall assign the jobs only to qualified experienced persons and also assume full responsibility for the safety and security of them.
10. The contractor shall when called upon to do so, place at the disposal of Secretary, B.R.M.B.Y.S. such number of manpower/supporting staff as may be required although the number of Manpower/supporting so demanded may be more than the number of manpower/supporting he is required to supply for the purpose of execution of the contract at the same rate and terms and conditions.
11. B.R.M.B.Y.S. reserves right to counter offer price against price quoted by the bidder.
12. The tender for the manpower/supporting will be considered to the place where it is quoted. However, the change of place, if intimated by B.R.M.B.Y.S. has to be accepted by the contractor under same terms and conditions.
13. The contractor should supply attendance registers for each places for all manpower/supporting Staff and their Manpower/supporting Staff should sign with time for all working days. Manpower/supporting Staff should ensure that at the beginning and at the working days. Manpower/supporting should ensure that at the beginning and at the end of duty; the attendance registers are completed and signed by them.
14. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.

15. The contractor shall be responsible for payment of service Tax if any. The contractor shall register his name with service Tax Authorities even though he is exempted from paying of service Tax and copy of the service Tax Registration certificate showing his Service Tax number should be produced to this office within a month from the date of issue of work order.
16. The Secretary, B.R.M.B.Y.S. reserves the right to terminate the contract without assigning any reasons.
17. The Secretary, B.R.M.B.Y.S. reserves the right to reject any or all the tenders in full or in part without assigning any reasons and the decision of Secretary, B.R.M.V.Y.S. shall be final and is binding on all concerned.
18. The decision of the Secretary B.R.M.B.Y.S. will be binding on all the tenders in respect of all the disputes relating to this tender. No appeal against the decision of the Secretary, B.R.M.B.Y.S. shall be entertained.

#### SECTION-V

Sl. No		Manpower/Kinds of Supporting & Clerical Staff						
		Office Assistant	Computer operator	Stenographer cum Typist (Hindi & English)	Peon	Driver	Security Guard	Sweeper
1	Basic pay*							
2	DA*							
3	Others*							
4	Total emoluments*							
5	Employee's contribution for EPF [12% on basic pay]							
6	Employers contribution for ESI [1.75% on total emoluments]							
7	Other Taxes (.....)							
8	Net payable							

**NOTE:**

- Rate quoted per person per month is inclusive of all statutory requirements as per the minimum wages Act-1948 State Govt's minimum wages Act and in accordance with statutory provisions and requirements for EPF, ESI. Etc. Laid down by all Labour Acts applicable or any other statutory requirement in force at the applicable time.
- Rate as applicable as per relevant acts and rules will be released/reimbursed on submission of proof of remittance challans/receipts.

Place \_\_\_\_\_

Signature of tendered \_\_\_\_\_

Date \_\_\_\_\_

Name of the tender \_\_\_\_\_

Phone no. \_\_\_\_\_

Mobile no. \_\_\_\_\_

## SECTION VI

### SERVICES TO BE PROVIDED

1. **Service:** Provision of following manpower services/ man power/supporting staff, on Hiring basis for various kind of nature of duties.
  - a. Office Assistant
  - b. Computer operator
  - c. Stenographer cum Typist (Hindi & English)
  - D. Nutrition Expert
  - E. Peon
  - F. Driver
  - G. Security Guard/Sweeper
  - h. Sweeper
2. **Period of Contract:** Although under normal circumstances the contract shall be valid for contracted period of one year from date of issue of work order. However contract may be extended for further period of one year, if agreed by the contractor and B.R.M.B.Y.S on the same rate, terms and conditions after ensuring competitiveness of the rates. The price for all types of Human Resource services mentioned in the section-V can be increased up to 10 % per annum at the time of renewal depending on the increase of the rate of inflation and economic condition at the discretion of the Secretary B.R.M.B.Y.S. and therefore this increase will not be essential and binding upon BRMBYS.
3. **Quantity:** Estimated number of man power/supporting staff, to be hired is not fixed. However, it should be clearly noted that B.R.M.B.Y.S shall place the order only as per the actual requirement from time to time for its head quarter and district office.
4. **Duty Hrs.:** “ Reporting Time / Place as per direction of the Controlling Officers ”
5. **Reporting Place:** B.R.M.B.Y.S., office Bihar text Book publishing corporation campus, Budh Marg or any other places as informed by B.R.M.B.Y.S.
6. Intending bidder should arrange issue of proper identity Cards after verifying the antecedents of his employees through Police and other Local Govt. offices.
7. The bidder should preferably have 3 years experience of providing manpower services/ man power/supporting staff, and at least to one government organization/PSU.
8. Contract charges include monthly charges of wages/ pay and allowances, commutation charges and also any other incidental expenses.

9. In the case of any accident/ injury/ death caused to the hired staff, all the claims arising out of it shall be met by the contractor.
10. The contract between the B.R.M.B.Y.S. and the Manpower Agency can be cancelled with prior notice of at least 30 days by the operator. B.R.M.B.Y.S reserves right to cancel/ revoke the contract at any time with prior notice/ information of at least 24 hours.
11. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
12. The man power/supporting staff,/ contractual staff must observe all the etiquette and protocol while performing the duty. He/ She must be neatly dressed, should wear proper uniform & must carry a mobile phone in working condition, for which, no separate payment shall be made by the B.R.M.B.Y.S.
13. The hired man power/supporting staff will be bound to carry out the instructions of the B.R.M.B.Y.S. as well as of the Officers assigned.
14. A daily record indicating time and signature for attendance of each man power/supporting staff, shall be maintained in a attendance book.
15. Dedicated man power/supporting staff, must be provided. Changes will be allowed only in exceptional circumstances.
16. The Secretary Bihar Rajya Madhyan Bhojan Yojana Samiti reserves the right to accept or reject any or all quotations without assigning any reasons.
17. Manpower agency has to appoint only the persons who have been interviewed/ tested by B.R.M.B.Y.S. Agency has to submit the bio-data (affixed with photo and enclosed all certificates for education and professional experience) along with antecedents verified by the local police authorities in the office of the undersigned for the physical verification/inspection.
18. This contract will be effective for current Financial Year unless terminated earlier as per clause No.5 and 6 of Section III and 10 of Section VI. The contract may be renewed for a further period of one year as mutually agreed upon, subject to satisfactory performance.
19. Contractor is liable to provide additional manpower/ labourer against demand from this office. Only quoted rate will be applicable in the cases of any additional manpower/ labourer hired by this office for its use. Contractor cannot charge separately for additional manpower/ labourer hired from them.
20. Liability of the Agency
  - a. The Agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in B.R.M.B.Y.S. The B.R.M.B.Y.S shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the B.R.M.B.Y.S.

- b.** The BRMBYS shall also have the option to remit the wages, allowances, EPF, ESI, etc., at any time, on behalf of the Agency, relating to the personnel deployed by the Agency in the B.R.M.B.Y.S.
  - c.** For all purposes the agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in B.R.M.B.Y.S shall not have any claims whatsoever like employer and employee relationship against B.R.M.B.Y.S.
  - d.** The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
  - e.** The agency shall be responsible for recruitment of personnel and the personnel engaged by him shall be under his direct control / supervision.
  - f.** The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
  - g.** The Agency shall bear full responsibility for providing uniform to the personnel in accordance with their nature of duties and after consultation with the Coastal Aquaculture at the cost of Agency.
  - h.** The service provider shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office.
  - i.** In case of any theft or loss of property due to negligence or carelessness of your personnel, you will be fully responsible and you will have to make good of the losses so insures to BRMBYS, otherwise the same will be deducted from the security.
  - j.** The service provider shall be contactable at all times and messages sent by e-mail / fax/ special messenger form the B.R.M.B.Y.S to the service provider shall be acknowledged immediately on receipt on the same day.
- 21. Responsibility of the Agency**
- a.** The Agency is fully responsible for timely claiming and disbursing monthly payment of wages as per schedule V and XI, complying with the minimum wages prescribed and revised from time to time by the State/ Central Govt (Ministry of Labour & Employment etc.,) and any other dues to the personnel deployed by them in the “B.R.M.B.Y.S”.
  - b.** The Agency is solely responsible for any accident/medical/health related liability for the personnel deployed by Agency at B.R.M.B.Y.S. The B.R.M.B.Y.S shall have no liability in this regard. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. B.R.M.B.Y.S shall, in no way, be responsible for settlement of such issues whatsoever. B.R.M.B.Y.S shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.



- c. The Agency also agrees to comply with annexed Terms and Conditions and Agreement shall be final and binding on the Agency.
- d. As per section XI The Agency shall pay the wages, other allowances, etc., strictly as per agreement, as claimed/paid to them by the B.R.M.B.Y.S without any further deductions/ recovery whatsoever for any reasons other than statutory deductions. Proof of distribution of payment (viz., copy of acquaintance roll with signatures of the employees), copy of the wages slip having details of wages, EPF, ESI subscriptions etc., issued to the employees of the agency of the preceding month should be submitted while preferring claim of the following month.
- e. The agency shall deploy staff as per education, qualification and experience given in the tender notice/ as informed by B.R.M.B.Y.S. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- f. The agency shall not deploy or shall discontinue deploying the persons(s) if so desired by the B.R.M.B.Y.S at any time without assigning any reason whatsoever.
- g. The Agency shall ensure that any replacement of the personnel, as required by the B.R.M.B.Y.S for any reason specified or otherwise, shall be effected promptly without any additional cost to B.R.M.B.Y.S. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the B.R.M.B.Y.S at Agency's own cost.
- h. The agency shall be bound by the details and documents as furnished by him to BRMBYS while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him liable for action.
- i. The Agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, ESI etc. relating to personnel deployed by it at the B.R.M.B.Y.S or for any accident caused to them and the BRMBYS shall not be liable to bear any expenses in its regard. The agency shall also be responsible for the insurance of its personnel. The agency shall specifically ensure compliance of various Laws/Acts, including but not limited unit the following and their re-enactments/ amendments /modifications.
  - (i) The payment of wages Act 1936
  - (ii) The Employees Provident Fund Act, 1952
  - (iii) The Factory Act, 1948
  - (iv) The contract Labor Regulation) Act, 1970
  - (v) The payment of Bonus Act, 1965
  - (vi) The payment of Gratuity Act, 1972
  - (vii) The Employees state insurance Act, 1948
  - (viii) The Employment of children Act, 1938
  - (ix) The Motor vehicle Act, 1988
  - (x) Minimum wages Act, 1948
  - (xi) Any other Act / Rules

## 22. Duties of the Agency

- a. The character and antecedents of such personnel of the service provider will be got verified by the service provider before their deployment and a certification to his

effect submitted to BRMBYS. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the B.R.M.B.Y.S along with testimonials before they are actually deployed for the job.

- b.** The agency shall ensure that the personnel deployed are healthy and not more than 35 years of age .The agency will get their antecedents, Character and Conduct certified by local Police. The service provider shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account and details from previous employers.
- c.** The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the BRMBYS / Govt. of India/ any State any Union Territory.
- d.** The agency shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The Agency shall submit to the BRMBYS an attested photocopy of the attendance record and enclose the same with the monthly bill.
- e.** The agency shall be solely liable for all payment/ dues of the workers employed and deployed by it. The agency shall fully indemnify the BRMBYS against all the payment, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any labour or other laws to the extent they are applicable to stablishment/ work in the BRMBYS premises/facility.
- f.** The agency shall have all documentary proof for the identity and residential address of persons employed. The fact shall be verified by the B.R.M.B.Y.S. to its satisfaction. In addition to this, if any of the personnel engaged is found to be unsatisfactory he/she shall have to be withdrawn by the agency within 24 hours from the campus. A complete list of the personnel engaged by the agency for engaging in the BRMBYS should be furnished along with complete addresses and verified antecedents. The agency shall engage only those, whose antecedents have been verified by the police or any authorities.
- g.** It shall be the responsibility of the agency which will have to ensure that the personnel engaged by him, at no point of time, will be paid less than the minimum rates for wages as prescription and revised from time to time for the respective categories.
- h.** The agency may replace/transfer personnel with the prior knowledge of the BRMBYS`s Authority and full particulars of the replaced personnel so engaged shall be given to BRMBYS`s Authority.
- i.** No leave of any kind to the personnel shall be sanctioned by BRMBYS authority. The agency shall be liable to make substitute arrangements in case of the absence of the personnel.
- j.** The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. The Transportation, food, medical, and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the

service provider. Further that the said person of the service provider shall not claim any absorption.

- k.** The wages paid to the outsourced person/ deployed persons by the service provider should not be less than the minimum wages prescribed by the relevant acts/ rules/ regulation in this regards.

**23. Termination of contract**

The contract can be terminated by giving one month notice on either side.

**24. Penalty**

- a.** Any violation of instruction/agreement or suppression of facts in the agreement and the details of personnel engaged will attract cancellation of agreement without any reference or any notice period.
- b.** In case of non –compliance with the contract, the BRMBYS reserves its right to:
  - a)** Cancel/revoke the contract, and /or
  - b)** Impose penalty upto 100% of the total annual value of contract.
- c.** In case of non compliance / non-performance of the service according the terms of the contract, the BRMBYS shall be at liberty to make suitable deduction from the bill without prejudice to its right under other provisions of the contract.

**25. Security Deposit**

Performance guarantee (security deposit) equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract)) in the form of pay order / Demand Draft or Bank Guarantee is to be executed.

**26. Role of deployed Personnel**

- a.** The personnel provided by the Agency will not claim to become the employees of the BRMBYS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Coastal Aquaculture Authority.
- b.** The day-to-day functioning of the service shall be carried out by the deployed persons in consultation with and direction of the BRMBYS. Proposals for efficient functioning of the personnel shall be discussed, considered and implemented from by the agency with approval of the B.R.M.B.Y.S.
- c.** In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- d.** The Agency shall arrange to dress personnel on duty smartly and neatly and ensure their good behavior with the B.R.M.B.Y.S establishment and visitors. They shall abstain from taking part in any staff union and association activities. The B.R.M.B.Y.S shall not be liable to provide any residential accommodation to the personnel. No cooking or lodging shall be allowed to the personnel at any place inside the campus.

- e. The personnel engaged by the agency will be bound to observe all instructions issued by B.R.M.B.Y.S's authority concerning general discipline and behavior.
- f. In case the personnel engaged by the agency commit any act of omission or commission constituting miss-conduct or indiscipline, the agency shall be able and responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service, removal from B.R.M.B.Y.S. premises/ campus or police prosecution.
- g. In case of the termination of this contract/agreement on its expiry or otherwise, the personnel engaged and deployed/deputed by the agency, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the B.R.M.B.Y.S. The personnel of the agency will not be entitled to pay, perks or otherwise any facilities is admissible to the regular/confirmed employees of the B.R.M.B.Y.S. during the subsistence of the contract/agreement and even after the expiry of the contract/Agreement.
- h. The Agency has to provide the photo identity cards to the persons employed by him/her during the office hours. These cards are to be constantly displayed& their loss report immediately.
- i. The Agency shall provide substitute immediately any of its personnel upon receiving written notice from office, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.
- j. The Agency personnel's working should be polite, Cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The service provider shall ensure proper conduct of this person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- k. The engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative / organization matters as all are of confidential / secret nature. The person concerned shall be liable for penable action under IPC, Cr.P.C or any other relevant provision besides, action for breach of contract.
- l. The service provider's personnel shall not claim any benefit/ compensation/absorption /regularization of service with office under the provision on industrial disputes Act. 1947 or contract Labor (Regulation & Abolition) Act, 1970. Undertaking from person to this effect will be required to be submitted by the service provider to this office. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of B.R.M.B.Y.S. during the currency or after expiry of the contract.
- m. The person deployed shall not claim any master & servant relationship against this office.
- n. Working hours would be normally 8 1/2 hours per day between 9.00 to 17.30 including ½ hour lunch break from Monday to Friday. The personnel may be called on Saturday, Sunday and other gazette/ holidays, if required, without Overtime

Allowances & etc. In case, the person deployed comes late/leaves early on three occasions, proportionate deduction for one day will be made. The person deployed may also be required to work beyond office hrs for which he would not be paid any extra remuneration.

- o.** Deployed personnel is entitled to one day leave per month
- p.** Deployed personnel may require to go extensive tour across the country as per the T.A. Rule of B.R.M.B.Y.S.

**27. Contract Value & Tenure**

- a.** There would be no increase in rates payable to the Agency during the contract period.
- b.** As and when the B.R.M.B.Y.S.requires additional strength on temporary or emergent basis, the agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the B.R.M.B.Y.S. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office. The amount of penalty calculated @ Rs.1000/- (Rupees one thousand only) per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service provider in the following month.
- c.** The B.R.M.B.Y.S.shall pay to the Agency as consideration for the satisfactory performance of described Man-power services
- d.** The B.R.M.B.Y.S. shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- e.** B.R.M.B.Y.S.shall not be responsible financially or otherwise for any injury/ accident to the personnel caused in the course of their duty for payment of any compensation. The entire financial liability in respect of manpower services deployed in B.R.M.B.Y.S. shall be that of the service provider and B.R.M.B.Y.S. will in no way be liable.
- f.** Time shall be the essence of the agency and the duration of this contract shall be for a period twelve months which is extendable by one year at a time at the discretion of the B.R.M.B.Y.S.except in the event of earlier termination under the terms and conditions. The contract shall automatically expire after completion of twelve months, unless extended further by mutual consent of the parties in writing. At the time of extension the contract price may be extended up to 10% per annum based on increase of the rate of inflation and economic conditions at the discretion of the Secretary B.R.M.B.Y.S. and therefore this increase will not be essential and binding upon B.R.M.B.Y.S
- g.** The contractor shall submit bills along with copies of PF, ESI challen service tax challan of previous month remitted to the Appropriate Authority for payment. If not supported by them, no payment will be made and the contractor will be liable for the consequences thereof.
- h.** BRMBYS has no liability for any accident / disability that occurs to staff deployed

by the contractor during the discharge of their duties entire within the premise of BRMBYS or any other place other than the premise of B.R.M.B.Y.S.

- i. Payments to the service provider would be strictly on certification by the officer with on he is attached with that his service were/ satisfactory and attendance as per the bill preferred by the service provider.

**28. Rights of B.R.M.B.Y.S**

- a. Decision of B.R.M.B.Y.S in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency.
- b. In case of any dispute between the Agency and B.R.M.B.Y.S. The BRMBYS shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Chennai.
- c. The number of Personnel is subject to requirement at B.R.M.B.Y.S.
- d. The B.R.M.B.Y.S may check and ensure that the personnel engaged by the agency, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by state/ Central Govt Labour department under minimum wages Act.
- e. B.R.M.B.Y.S authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required legal formality.
- f. The B.R.M.B.Y.S has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing or by making equivalent payment thereof. The B.R.M.B.Y.S shall also have the right to extend the contract in writing on the same terms and conditions or with some addition / deletion/deletion /modification for a further period of one year or for a shorter period until such time as a new agency takes over in the event of B.R.M.B.Y.S resorting to the process of appointing a fresh contractor/Agency.
- g. In the event of any mal practice on the part of the agency or his employees vis-a-vis any staff of the B.R.M.B.Y.S or otherwise, the right to terminate the contract will vest with the B.R.M.B.Y.S,
- h. In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the contract / agreement then the same shall be referred to the sole arbitration of the B.R.M.B.Y.S whose decision shall be final and binding upon both the parties. However, all matters jurisdiction shall be at the local courts located at Patna.
- i. The B.R.M.B.Y.S may require the service provider to dismiss or remove from the site of work, any person or persons, employees by the service provider, who may be incompetent or his/her/their misconduct and service provider shall forthwith comply with such requirements.
- j. Office shall not be liable for any loss, damage, theft, burglary or robbery of any

personal belongings, equipment or vehicles of the personnel of the service providers.

**29. Dealing Offence/ Loss etc...,**

- a.** In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the B.R.M.B.Y.S and maintain liaison with the police. FIR will be lodged by the BRMBYS Wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
- b.** In case of any loss that might be caused to the B.R.M.B.Y.S due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the B.R.M.B.Y.S shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the B.R.M.B.Y.S besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the B.R.M.B.Y.S shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- c.** The agency shall also be fully responsible for any loss, of material / of property of B.R.M.B.Y.S attributable to the negligence or failure of the personnel in complying with the prescribed procedure. All losses suffered by B.R.M.B.Y.S on this account shall be compensated in full by the agency. The decision of BRMBYS in this regard shall be final and binding on the agency.
- d.** In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the B.R.M.B.Y.S shall deduct the requisite amount at the pro-rata from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- e.** In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the B.R.M.B.Y.S, In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the B.R.M.B.Y.S including the security deposit refundable to him under the contract can be appropriated by the B.R.M.B.Y.S against any amount which the agency may owe to the B.R.M.B.Y.S.

**30. Taxes & Subscriptions etc...,**

- a.** The tax deducted at sources under various Acts: The concerned as applicable shall be deducted from the bill unless exempted by the Concerned Department.
- b.** The agency is required to quote service Tax (government Levy) separately at the rate applicable in the Bihar state.
- c.** The agency will be paid on monthly basis, Bill in triplicate shall be raised by the agency in accordance with these rates on every 1st day of the succeeding month and bills will be submitted along with attendance sheet to the B.R.M.B.Y.S for payment along with the EPF and ESI deposition and details of service tax paid. The service provider shall also be liable for depositing all taxes, levies, cess etc., on account of service rendered by it to B.R.M.B.Y.S to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter. A

requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished at the discretion of B.R.M.B.Y.S,

- d. TDS will be deducted as per prevailing income Tax Laws and certificate to this effect shall be provided to the agency by B.R.M.B.Y.S, The responsibility of paying the service Tax as per prevailing rates and as claimed in the bill amount, will be of the agency. The agency will be required to furnish proof of such deposit to the B.R.M.B.Y.S. every month.
- e. The agency should be registered with the concerned Govt. authorities, and a copy of the registration may be submitted.
- f. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the B.R.M.B.Y.S is put to any loss/obligation, monetary or otherwise, the B.R.M.B.Y.S will be entitled to get itself reimbursed out of the outstanding bills/ performance security to the extent of the loss or obligation in monetary terms.
- g. The Secretary, B.R.M.B.Y.S. reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

**31. Age and Qualification for deploying personnel:**

**Office Assistant**

- a Graduation from any recognized university.
- b Knowledge of noting and drafting of letter.
- c Two years working experience in any Govt., Semi Govt. or non Govt. organization.
- d Knowledge of Hindi/English computer typing. (minimum 30 words per minute)
- e Six month computer certificate/diploma course.

**Stenographer cum typist:**

- a Graduation from any recognized university
- b Senior grade certificate in Stenography and knowledge of typing in Hindi & English (minimum 45 words per minute)
- c Two years working experience in any Govt., Semi Govt. or non Govt. organization
- d Six month computer certificate/diploma course.

**Computer operator:**

- a Intermediate
- b One year diploma in Computer Application.
- c Knowledge of Hindi and English computer typing.
- d Two years working experience in any Govt., Semi Govt. or non Govt. organization.

**Peon:**

- a Matric/non-matric
- b Knowledge of operating fax/xerox/phone & maintenance of office equipment etc.
- c Knowledge of driving Cycle.

**Driver:**

- a. Matric/non-matric
- b. At least three years experience in accident free driving of all kind of light vehicles/ taxi
- c. Well knowledge of traffic rules
- d Knowledge of vehicle maintenance



e Permanent and Valid Driving license.

**Security Guard :**

a Matric/non-matric.

b Two years working experience in any Govt. Semi Govt. or non Govt. organization.

c Retired army personnel will be preferred.

**Sweeper:**

a Non- Matric.

b Two years working experience in any Govt., Semi Govt. or non Govt. organization.

**SECTION VII**  
**FINANCIAL BID FORM**

Tender No. ....

Date

A: (Name & Address of the Purchaser)

Dear Sir,

1. Having the conditions of contract and services to be provided Nos. \_\_\_\_\_ the receipt of \_\_\_\_\_ which is hereby duly acknowledged. I/we, undersigned, offer to provide personnel/sporting staff in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake, to enter into an agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will submit demand draft/ the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may

receive.

Dated this ..... Day of ..... 201.....

Signature of .....In capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness .....

Address .....

Signature

Signature of Tenderer

**SECTION VII-A**  
**TECHNICAL BID FORM**

Tender No. ....

Date .....

A: (Name & Address of the Purchaser)

To

Secretary  
Bihar Rajya Madhyam Bhojan Yojana Samiti,  
The Bihar State Text Book Publishing Cooperation Ltd.,  
Budh Marg, Patna-800001

**SUBJECT : SEALED TENDER FOR HIRING PERSONEL/MANPOWER SERVICES/  
MAN POWER/ SUPPORTING STAFF,.**

Sir,

With reference to tender No. \_\_\_\_\_ dated \_\_\_\_\_  
regarding Notice inviting tender for hiring MANPOWER/ HUMAN RESOURCE  
/SUPPORTING STAFF,. We have read

the terms and conditions in the Bid Document and accept the same and furnish  
the following documents as per Clause-2 & 5 of Section –II:

1. Attested copy of Partnership Deed or proprietorship deed or Article /  
Memorandum of Association as the case may be ..... Annexure
2. Service Tax Registration Number .....  
Annexure
3. At least two valid certificate issued by the to different competent authority of a  
PSU/Central/ State Govt. organization for satisfactory performance of the contract for at  
least one year .....Annexure
4. A certificate on relatives working in B.R.M.B.Y.S as per Clause 8 of Section-IV of Bid  
Document .....Annexure.
5. Income Tax assessment particulars, Ward & PAN, return filed for 3 years... Annexure.
6. Current Valid copy of registration certificate from ESI and EPFO. ....Annexure.
7. Turnover in the past three years as per certified financial statements by auditor.....  
Annexure.
8. Work Experience :-

Details of client/organization to whom HR services is being provided by the agency.
---

S. No.	Client name	Contact Address of the client.	Contact No. of the client.	Name of Post	Total no of the human resources supplied to the client.

Yours truthfully,

Signature

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Seal of the firm \_\_\_\_\_

Date :

## SECTION VIII

### BID SECURITY FORM

Where as ..... (hereafter called “the Bidder”) has submitted its bid dtd..... For hiring contract of manpower/ labourer Tender No .....  
.....**KNOW**

ALL MEN by these Presents that We..... of..... Having our registered office at ..... (hereafter called “the Bank”) are bound into ..... BRMBYS, in the sum of Rs. .... For which payment will and truly to be made the Bank bids itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the purchaser during the period of Bid Validity,

(a) fails or refuses to execute the Contract, if required, or

(b) fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to ....., B.R.M.B.Y.S up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, B.R.M.B.Y.S will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 8 of Section II and 2 of Section III of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank

Name

Signed in Capacity of

Full Address of Branch

Tel. No. of Branch

Fax No. of Branch

Signature of Witness

Name of Witness

Address of Witness

## SECTION – IX

### PERFORMANCE SECURITY BOND FORM

1. In consideration of Bihar Raya Madhayan Bhojan Yojana Samiti, Patna. (here in after called the B.R.M.B.Y.S) having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(s) from the demand of security deposit / earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_. For the due fulfillment by the said contractors of the terms and conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the Bank) \_\_\_\_\_ (here in after referred to as “the Bank”) at the request of \_\_\_\_\_ Contractor’s do hereby undertake to pay to the B.R.M.B.Y.S, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the B.R.M.B.Y.S, \_\_\_\_\_ by reason of any breach by the said contractor’s of any of the terms and conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the B.R.M.B.Y.S, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the B.R.M.B.Y.S, \_\_\_\_\_ reason of breach by the said contractor’s of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due And payable by the bank under this guarantee where the decision of the B.R.M.B.Y.S, \_\_\_\_\_ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_.

3. We undertake to pay to the B.R.M.B.Y.S, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the B.R.M.B.Y.S., \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till B.R.M.B.Y.S., \_\_\_\_\_ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the B.R.M.B.Y.S., \_\_\_\_\_ that the B.R.M.B.Y.S., \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractors(s) from time to time or to postpone for any time to time any of the powers exercisable by the B.R.M.B.Y.S., \_\_\_\_\_ against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the B.R.M.B.Y.S., \_\_\_\_\_ or any indulgence by the B.R.M.B.Y.S., \_\_\_\_\_ to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by B.R.M.B.Y.S..
8. To give effect to this guarantee it shall be competent for the Coastal Aquaculture Authority to act as though the bank, where the principal debtor.
9. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or any other guarantees or guarantee hereto for given by the bank to the Coastal Aquaculture Authority and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.
10. We -----(name of bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Coastal Aquaculture Authority in writing.
11. We -----(name of bank with address) further agree with the B.R.M.B.Y.S. that the BRMBYS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender documents or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the B.R.M.B.Y.S. against the said contractor and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor or for any forbearance act or omission on the part of the B.R.M.B.Y.S. or any indulgence by the B.R.M.B.Y.S. to the said contractor or by any such matter or

thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

**12. Notwithstanding anything contained herein:**

Our liability under this bank guarantee shall not exceed Rs. ....  
(Rs. .... only)

This bank guaranty shall be valid up to ..... from.....

We are liable only to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....

This guarantee shall automatically be cancelled on ..... not withstanding that the original guarantee documents may not be returned to us by you.

This guarantee shall automatically be cancelled on ..... Not withstanding that the original guarantee documents may not be returned to us by you.

Dated : \_\_\_\_\_

For \_\_\_\_\_

(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamped paper, stamped in accordance the stamp act.

**SECTION X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach on \_\_\_\_\_ or before date of bid opening)

To,

Secretary

Bihar Rajya Madhyan Bhojan Yojana Samiti,

The Bihar State Text Book Publishing Cooperation Ltd. Campus,

Budh Marg, Patna-800001

.

Subject: Authorization for attending bid opening on \_ \_ \_ \_ \_ (date) in the Tender of \_\_\_\_\_

Dear Sir,

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder).

Name

Specimen Signature

I.

Alternate Representative

Name

Specimen Signature

I.

Signature of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

NOTE:

1. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not received.

### SECTION XI

#### SALARY PAYABLE TO MAN POWER/SUPPORTING STAFF,

(Print Name of the Company & address)

Sl. No		Manpower/Kinds of Supporting & Clerical Staff							
		Office Assistant	Computer operator	Stenographer cum Typist (Hindi & English)	Nutrition Expert	Peon	Driver	Security Guard	Sweeper
1	Basic pay*								
2	DA*								
3	Others*								
4	Total emoluments*								
5	Employee's contribution for EPF [12% on basic pay]								
6	Employers contribution for ESI [1.75% on total emoluments]								
7	Other taxes (...)								
8	Net payable								

\*should be same as per Section V above.

**Annexure – XII**

**NO RELATION CERTIFICATE**

I.....

S/O.....

R/O -----

.....

hereby certify that none of my relative (s) as defined in Section – IV, item ( 7 ) & ( 8 ) of tender document called for hiring manpower/man power/supporting staff, for the usage of BRMBYS, vide Tender No: .....Dated ..... is / are employed in B.R.M.B.Y.S. as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, BRMBYS shall have the absolute right to take any action as deemed fit / without any prior intimation to me”.

Signed.....

For and on behalf of the Manpower Agency

Name (caps).....

Position.....

Date.....



### **Annexure – XIII**

#### **EMD/SECURITY DEPOSIT NOT FORFEUTED CERTIFICATE**

I hereby declare that I am/My Human Resource agency is not Black Listed in any Government Tenders in Bihar or any other state and my EMD/Security Deposit/Performance Security Deposit was not forfeited in any Government Department Tender.

Place:

Date:

(Signature of the Tenderer)