Transport Department
Bihar, Patna

MODIFIED BID DOCUMENT AFTER PRE-BID MEETING DATED 13-10-14

FOR

PROVIDING MANPOWER ON OUTSOURCING BASIS

AT

Department of Transport
Government of Bihar, Patna

Note: No change in the document by the bidder is permissible.
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INVITATION OF THE BIDS

NOTICE INVITING TENDER
for
PROVIDING MANPOWER ON OUTSOURCING BASIS

1. Bidding will be carried out under single stage two envelope (technical and price bid) system. Bidders will be evaluated under the least cost method. Details of eligibility and evaluation criteria may be referred in Bid Document.

2. Interested Bidders may submit their proposals along with (i) Bid Document Cost of INR 5,000/- (Non- refundable) and (ii) Bid Security of Rs 5,00,000/- (Refundable) on or before 21-10-2014, 13:00hrs. The Pre-proposal meeting will take place on 13-10-2014 at 11:00 hrs at Vishwesaraiya Bhawan, Bailey Road, Patna - 800 015.

3. Bid Document can be downloaded from tender/news section on the website http://Transport Bihar nic.in from Date of advertisement. All further communication and notification shall be issued on the website of Department of Transport , Government of Bihar Patna only.

4. No liability will be accepted by Department of Transport , Government of Bihar Patna for downloading incomplete document(s). Department of Transport , Government of Bihar Patna reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.
Chapter - 2

QUALIFYING CRITERIA

1. Only registered and bona-fide Service Providers/Agencies having experience of at least 3 years (Three Years) of providing manpower service to the Government Departments/Govt.Organizations/Public Sector Undertaking/Autonomous Bodies/Corporate Sector, etc. with a minimum annual turnover of Rs 1 Crore (Rupees One Crore only) during the last 03 years need apply. Out of which the agency should have experience in Human Resource supply to the tune of Rs50 Lakh (Rupees Fifty Lakh only) per year which should include Rs25 Lakh (Rupees Twenty Five Lakh only) per year turnover in govt. sector/undertaking.

2. While submitting the tender, the intending tenderers shall have to furnish proof of experience, financial standing, turnover, Service Tax documents for the last three years and documents pertaining to any other Tax as applicable.

3. The tenderers shall have to furnish proof of having rendered satisfactory services during the last three years. List of past and present clients to be attached.

4. A Service Provider/Agency having any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Limited Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible. A declaration in this regard has to be submitted along with the tender as affidavit.

5. The Agency must be registered with the ESI, Provident Fund and Service Tax Departments and must be in possession of Permanent Account Number (PAN). The documentary proof of registration should be attached.

6. The tenders without any of the relevant documents and earnest money of Rs 50,000 will be summarily rejected.

7. The demand draft for Rs 5,000 towards cost of Bid Document be attached with Technical Bid.
Chapter - 3
TERMS & CONDITIONS

1. The Agency will be required to provide required manpower to Department of Transport, Government of Bihar, Patna. The tentative number of personnel required (all combined) is 300, which may increase/decrease as per the requirement.

2. The personnel provided will be required to perform duties as assigned to them by Department of Transport, Government of Bihar, Patna.

3. Based on the requirement, the candidates recommended by the Agency for appointment will be shortlisted by Department of Transport, Government of Bihar, Patna through a screening test/interview and decision of the Department of Transport, Government of Bihar, Patna will be final in this regard. Any personnel engaged after clearing the test and subsequently not found to be suitable will be replaced by a new personnel immediately.

4. Any undue delay in providing/replacing the requisite manpower will be considered as breach of contract and will be dealt with accordingly. In case manpower is not provided/ replaced within a period of fifteen days, an amount of Rs. 500 per day per vacancy may be deducted from the amount payable to the Agency.

5. The Agency shall not assign transfer, pledge or sub contract the performance of services without the prior written consent of the Institute.

6. The personnel shall be available for work on all days from 9:30 AM to 06 PM.

7. The Agency’s personnel shall not claim any benefit/compensation/absorption/regularization of services with Department of Transport, Government of Bihar, Patna under provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Absorption) Act, 1970. Undertaking from the personnel to this effect will be required to be submitted by the Agency to Department of Transport, Government of Bihar, Patna.

8. The Agency shall ensure proper conduct of their personnel in office premises.

9. Such persons provided by the Agency shall be the employees of the Agency and it shall be the duty of the Agency to pay their salary every month. There will be no Master and Servant relationship between the employees of the Agency and Department of Transport, Government of Bihar, Patna.

10. The character and antecedents of each personnel of the Agency will be got verified by the Agency through Police/District Authorities before their deployment and a certification to this effect submitted to Department of Transport, Government of Bihar, Patna in the form of an Affidavit.

11. The personnel provided by the Agency will be allowed 02 days’ paid holidays for each completed month which will lapse at the end of the month and not be allowed to carry forward to the next month.
12. The Agency shall submit pre-receipted bill, in duplicate, on the first day of next month. Department of Transport, Government of Bihar Patna will make monthly payments to the Agency immediately.

13. The Agency will be required to furnish an Indemnity Bond/ as per proforma attached.

14. Payment for each month shall be released on submission of the following documents for the preceding month:

   a) Details of disbursement made to each personnel indicating the amount of remuneration paid, amount deducted on account of statutory deductions such as ESI, EPF, etc.

   b) Proof of payment (challans) of statutory obligations such as EPF/ESI, etc. towards remittance of statutory dues with a certified list of contributors against the challan with description of employees and employer’s contribution and administrative charges.

15. Statutory deductions, such as TDS, etc. shall be made from the payments to be made.

16. Salary to its employees will be disbursed by the Agency on 15th day of each month in the premises of Department of Transport, Government of Bihar Patna.

17. Initially, the Agency will be entrusted the contract for a period of Three year, extendable on mutually agreed terms and conditions.

18. The Department of Transport, Government of Bihar Patna reserves the rights to award the work in full or in parts to any agency and also terminate the contract at any stage if the performance of the Agency is not found to be satisfactory or vacant post will be filled by Government.

19. The Department of Transport, Government of Bihar Patna also reserves the right to terminate the contract with a notice of 30 days to the Agency without assigning any reason. The Agency awarded the contract, if so desire, can terminate the contract by giving 01(one) months’ notice.

20. The bidder will be required to deposit Earnest Money of Rs.50,000/- (Rupees Fifty Thousand only) in the form of NSC/DD in favour of State Transport Commissioner, Department of Transport, Government of Bihar Patna payable at Patna along with the bid. This amount will not accrue any interest. The earnest money shall be returned to the unsuccessful bidders after the Notification of Award. The bids not accompanied with earnest money of Rs.50,000/- shall be summarily rejected.

21. The demand draft for Rs.5,000/- towards cost of Bid Document should be attached with Technical Bid. The bid without cost of bid document will be rejected.

22. In case the bidder to whom contract is awarded backs out, the EMD of Rs.50,000/- of the Agency shall be forfeited.

23. The Agency will be required to submit security/ Performance deposit of Rs.5,00,000/- (Rupees Five Lakh only) in the form of Bank Guarantee or NSC (which will not accrue any interest) within one week from the date of Notification of Award. The Bank Guarantee shall remain valid upto 3 months beyond the date of expiry of the contract.
24. In the event of the services of the Agency not being found satisfactory, the Security\Performance Deposit shall be forfeited.

25. Department of Transport, Government of Bihar Patna shall not be liable to any loss, damage, theft, burglary or robbery of any personal belonging, equipment or vehicles of the personnel of the Agency. Further, Department of Transport, Government of Bihar Patna shall also not be responsible for any mishap during the course of duty or any liability on that account.

26. In case of any loss, theft, sabotage, etc. caused by or attributable to any of the personnel deployed by the Agency, Department of Transport, Government of Bihar Patna shall have the right to claim damages from the Agency.

27. The bids must contain the information as required in the format prescribed (Chapter - 4). The bids which do not contain the information as desired and are not supported by necessary documents will not be considered for evaluation.

28. The rates are to be quoted in the prescribed format (Chapter - 5).

29. Overwriting or erasing in the bid documents shall render the same invalid. If unavoidable, all cuttings/overwriting should be attested by the authorized signatory.

30. In case of any difference in figures and words, the amount whichever is lower would prevail.

31. The bids shall be valid for a period of not less than 90 days after the deadline for submission of bids.

32. No request of the Agency for revision of rate will be entertained during the currency of the contract excluding increase of minimum wages as per Labour Law.

33. Department of Transport, Government of Bihar Patna reserves the right to reject any or all tenders without assigning any reason and the decision of the Institute shall be final and binding.

34. All unresolved disputes shall be subject to jurisdiction of Patna Court.

35. Decision of Principal Secretary, Transport Department, Bihar, Patna shall be final.
## TECHNICAL BID

| 1. | Name of the Agency along with Address & Tel. No, Fax No., email |
| 2. | Name and Designation of the contact person |
| 3. | i) Registration No.  
   ii) Sales Tax CC/VAT No.  
   iii) Experience Certificate  
   iv) Litigation **YES / NO**  
   v) 15 digit Service Tax Code  
   vi) Service Tax Regn. No.  
   vii) EPF Registration No.  
   viii) ESI Registration No.  
   ix) I.T. Return for last three completed years  
   x) Turnover details of last three years |
| 4. | Details of manpower (category-wise)  
   (total strength, qualification, length of average service)  
   (Use separate sheet, if required) |
| 5. | Name of the Banker with Address, Tel. No. and name of the contact person |
Declaration

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge. I/We understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and appropriate action will be taken against the company.

(Signature of authorised signatory)
with seal

Name:
Designation:

Checklist for enclosures:

(i) Photocopies of documents mentioned at sl.no.3
(ii) No litigation declaration
(iii) Satisfactory service certificate from previous/present customers
(iv) DD for Rs.50,000/- as EMD.
(v) DD for Rs.5,000/-towards cost of BID DOCUMENT
(vi) List of previous/existing clients
(vii) Proof of rendering satisfactory services
FINANCIAL BID

Name, Address and Tel. No.
of the company

Personnel provided to be paid at the following rates which, at any future date, should not become less than the rates notified under Minimum Wages Act.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Post</th>
<th>Wages</th>
<th>EPF</th>
<th>ESI</th>
<th>Total</th>
<th>Service Charge</th>
<th>Total amount to be paid by department (Exclusive of Service Tax)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Guard with Arms (Skilled)</td>
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<td>2.</td>
<td>Guard without Arms (Unskilled)</td>
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<td>3.</td>
<td>Helper (Unskilled)</td>
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<td>4.</td>
<td>Driver (Skilled)</td>
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Any other charges details has to specify, if any column is vacant and not written will be treated as nil.
Chapter – 6

FORM OF AGREEMENT

THIS AGREEMENT is made on the____ day __________(Month)________(Year)
Between “Department of Transport , Government of Bihar Patna” of the one part

AND

_________________________ (Name and address of the Agency) through Shri
_________________________, authorized representative (hereinafter called “the Agency”
which
expression shall, unless excluded by or repugnant to the context, be deemed to include his
successors, heirs, executors, administrators, representatives and assigns) of the other part
for providing manpower on outsourcing basis to Department of Transport , Government of
Bihar Patna.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively
assigned to them in the Terms and Conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and constructed as part of
this Agreement, viz:
   a. Letter of award of contract;
   b. Terms and Conditions;
   c. Bid Document;
   d. Annexures to Bid Document;
   e. Scope of work;
   f. Addendums, if any; and
   g. Any other documents forming part of the contract.

3. In consideration of the payments to be made by Department of Transport , Government
of Bihar Patna to the Agency as hereinafter mentioned, the Agency hereby covenants with
Department of Transport , Government of Bihar Patna to execute the outsourcing services w.e.f
as per the provisions of this Agreement and the bid document.

4. Department of Transport , Government of Bihar Patna hereby covenants to pay the
Agency in consideration of the execution and completion of the works/services as per this
Agreement and tender document, the contract
price of Rs.______________ (_______________Rupees in words) which shall be payable
5. Being the sum stated in the letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor For and on behalf of

Department of Transport, Government of Bihar Patna

Signature of the authorized official

Name of the official Officer

Signature of the authorized Officer

Name of the Officer

Stamp/Seal of the Contractor Stamp/Seal of the Employer

By the said By the said

______________ Name ______________ Name

on behalf of the Contractor on behalf of the Employer

in the presence of:
in the presence of:
Witness ______________ Witness ______________
Name ______________ Name ______________
Address ______________ Address ______________

Telephone No: __________ Telephone No: __________
Indemnity Bond

We, .........................................................., having a registered office at ............................................., have entered into a contract with Transport Department, 1st Floor, Vishwesaraiya Bhawan, Bailey Road, Patna - 800 015. vide contract dated ................................., to provide manpower on outsourcing basis at Transport Department, 1st Floor, Vishwesaraiya Bhawan, Bailey Road, Patna - 800 015.

We do hereby indemnify and keep harmless, Department of Transport, Government of Bihar Patna at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, DEPARTMENT OF TRANSPORT, GOVERNMENT OF BIHAR PATNA, against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non- fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the 
authorized person with seal