

BIHAR FOUNDATION

[A registered society of Govt. of Bihar]

6th Floor, Indira Bhawan, R.C.S. Path, Patna – 800001

Email: -osd@biharfoundation.in, Web- <https://biharfoundation.bihar.gov.in/>, Ph – 0612-2547371

Notice inviting Tender for Providing Human Resources in Bihar Foundation

Sealed Tenders are invited from the reputed registered Manpower supply agencies for providing human resource services for the Bihar Foundation, Patna. Interested agencies may participate in the bidding process by sending their tender in a single big size envelope containing two envelopes one for “**Technical Bid**” and second for “**Financial Bid**” duly sealed and super scribed as “**Tender for providing Human Resource services**” addressed to the **Chief Executive Officer, Bihar Foundation, 6th Floor, Indira Bhawan, R.C.S. Path, Boring Canal Road, Patna – 1**. The sealed tender (s) should be sent through Courier/ Registered/Speed Post/Hand Delivered. Conditional tender or tenders received after the due time and date shall not be entertained under any circumstances. Bihar Foundation, Patna would not be responsible for any delay or loss of the tender document.

Details of the tender can be downloaded from the Bihar Foundation website:
<https://biharfoundation.bihar.gov.in/>.

Important Dates of Tender Process:

- 1) Pre-bid Meeting: 18/06/2022 at 4:00 pm in the office of Bihar Foundation, 6th Floor, Indira Bhawan, R.C.S. Path, Patna – 800001
- 2) Last date of submission of bid documents: 30/06/2022 (till 2:00 pm)
- 3) Opening of Technical Bid: 30/06/2022 at 4:00 pm in the office of Bihar Foundation, 6th Floor, Indira Bhawan, R.C.S. Path, Patna – 800001

विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

A. The details of the work or service to be performed by the contractor:

1. The successful bidder (service provider) will be wholly responsible for providing the manpower services to Bihar Foundation.
2. The service provider will have to provide skilled and competent personnel throughout the contract period providing proper replacement for the absent ones.
3. The service provider shall keep the details of present and permanent address (with proof), educational and technical qualification details, specimen signature, Aadhar card, two passport size photographs of deployed manpower and furnish this details/ information to Bihar Foundation, Patna as and when required. The service provider shall also ensure the medical fitness and Police Verification of all manpower and furnish the same as and when required.
4. The service provider will issue ID Cards to the manpower deployed in Bihar Foundation, which the person deployed will always keep with him/ her and show on demand. Uniform and other items will also be provided to the personnel by the service provider for which no payment will be made.
5. The personnel hired by the service provider will report to Bihar Foundation, Patna, who will assign them specific tasks as per requirement.
6. Presently, the requirement of persons is 12 at different levels and their educational qualification, proficiency and experience, etc. shall be as per the schedule given below:

Sl.No	Category of Staff	Requirement	Minimum Qualification	Minimum Experience
1	Cashier	01	Commerce Graduate	Should have minimum 2 year of relevant experience
1	Data Entry Operator	02	Graduate + Diploma in Computer	Should have minimum 2 year of relevant experience
2	Receptionist	01	Graduate	Should have minimum 2 year of relevant experience
3	Peon	03	Matric passed.	Should have minimum 2 year of relevant experience
4	Security Guard	03	Matric passed.	Should have minimum 2 year of relevant experience
5	Sweeper	02		
Total		12		

7. The Number of requirements denoted above are derived with current Manpower requirement. But in future the number of manpower requirement may increase/decrease in future accordingly. On receipt of the request, the Selected Service Provider will be required to provide enough personnel for each service.

B. Bidding Process –

1. **Pre-bid** - During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. Bihar Foundation shall endeavor to provide clarifications and such further information as it may, in its own sole discretion


विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

for facilitating a fair, transparent and competitive bidding. Bihar Foundation reserves the right not to consider any condition or query. Apart from it all pre-bid queries that are received by email till the Pre-bid date will be addressed by Bihar Foundation. No pre-bid queries received after the Pre-bid date shall be entertained. If in Bihar Foundation's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by Bihar Foundation and the accepted conditions will be on Bihar Foundation website <https://biharfoundation.bihar.gov.in/>

2. **Technical Bid** - In the first instance, the Technical Bids shall be opened by the Purchase Committee of Bihar Foundation, Patna in the presence of representatives of bidders, if available in this office on notified time, date and place. The Technical Bids will then be evaluated by the committee of Bihar Foundation, Patna, internally. Technical Bid constituting minimum eligibility criteria is to contain self-attested photocopies of the documents/ papers as follows:
 - i. EMD & Tender Fee - The intending bidders shall have to deposit an amount of Rs. 50,000/- (Rupees Fifty Thousands only) as EMD and submit a non-refundable amount of Rs. 2500/- (Two Thousand Five Hundred Only) as Tender Fee in the shape of Bank draft from any Nationalized/commercial Bank payable to the Chief Executive Officer, Bihar Foundation, Patna.
 - ii. The bidder should have valid Udyami Registration certificate.
 - iii. The bidders should have an annual turnover of Rs. 1.00 cr or more in each of the three F/Y: 2018-19, 2019-20 & 2020-21 duly supported by Annual Audit Report containing balance sheet for each of the year certified by the Chartered Accountant. (Merely Turnover Certificate from C.A. will not be sufficed).
 - iv. The bidder should have at least three years of experience in this field supported by experience certificate. Only Experience Certificate shall be considered. Work Orders shall not be considered
 - v. The bidder should be registered under Bihar Private Security Regulation Act 2011 (BPSRA) and should have a valid license issued by Special Secretary, Home Department Bihar..
 - vi. Valid Registration certificates of agency with GST
 - vii. Valid ESI Registration number
 - viii. Valid EPF Registration number
 - ix. PAN card of Agency
 - x. The bidding agency shall furnish a notarized affidavit of non-blacklisting (by any Govt./ Private institution) certificate,
 - xi. The bidding agency should submit valid character certificate of Proprietor (in case of proprietorship), all Partners (in case of Partnership firm) and all board members (in case of company) from any gov/private organization or a notarized affidavit in this regard.
3. **Financial Bid** – Following points are noteworthy in regard to Financial Bid:
 - i. Financial bid should be completely filled and sealed separately without cutting, fluiding and overwriting, even with signature of the bidder is not admissible. The Financial Bid should be submitted as per the given format only (Annex I). Details

विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

and amounts mentioned in column A-F shall remain fixed for all the bidders. Agency shall quote their service charge in column G which should be at least 5% of amount filled in column F. Non-adherence to the above conditions may lead to non-consideration of the bid at all.

- ii. The price shall be all-inclusive including the cost of manpower, consumables, equipment and management.
- iii. The page of 'Financial Bid' is to be duly marked, signed, and sealed. The rate should be quoted on monthly basis including holidays.
- iv. All bidder who qualify in technical bid shall be eligible & qualify for financial bid opening, who would be informed in due course through email/telephone.
- v. Award of contract: The technically qualified bidder whose financial bid rate is lowest shall be selected as L₁. The L₁ bidder shall be awarded contract. In case two or more bidder quotes equal financial rate, agency having highest turnover in FY: 2018-19, 2019-20 & 2020-21 cumulatively shall be awarded contract. The decision of the CEO, Bihar Foundation, Patna shall be final and binding.

C. The statutory and Contractual obligation to be complied by the contractor:

1. Validity of the contract period - Contract, once awarded, shall remain valid for a period of one year. The contract can be extended further with mutual consent. However, the contract can be terminated by Bihar Foundation, Patna at any time without assigning any reason by giving a notice of one months.
2. Performance Security Deposit –
 - i. The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit of Rs. 50,000/- in the form of Bank Guarantee.
 - ii. The Performance Security deposit shall be payable to the Bihar Foundation as compensation for any loss (including loss of opportunity, time or cost) resulting from the Bidder's failure to comply with its obligations under the Contract.
 - iii. The Performance Security deposit should remain valid up 2 months beyond the contract period. It shall be non- interest bearing.
3. Refund of EMD
 - i. EMD shall be refunded to the Selected Service Provider only after signing of the contract and receipt of Performance Security Deposit.
 - ii. EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.
4. Penalty for Non-performance and Non-Payment
 - i. The Bidder will deploy the requisite resources/manpower within 10 working days of placing the work order by Bihar Foundation, Patna. Beyond this period, a penalty of Rs 200/- per day per person will be levied for a period of 10 working days.
 - ii. The Bidder shall ensure payment of Salary to the employees deployed in Bihar Foundation, Patna through account payee Cheque/Bank Transfer by 5th of the following month. Repeated failure to release the salary to the personnel deployed in Bihar Foundation, Patna by 5th day of following month without appropriate justification may lead to cancellation of the contract.

विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

- iii. As and when an employee is absent, replacement should be made available by bidder under intimation to Bihar Foundation, Patna. Otherwise, penalty as point number (i) above will be levied.
5. Payments:
- i. The agency shall be paid on monthly basis as per the contracted rate provided in the agreement. The price shall be all-inclusive including the cost of manpower, consumables, equipment and management.
 - ii. Bihar Foundation is liable to pay for only for the Wages, EPF, ESI, Service Charges & applicable GST only.
 - iii. Payment shall be done to the agency only after submission of bill along with documents supporting salary along with other statutory payments viz. EPF, ESI etc. of previous months.
 - iv. No advance payment shall be made under any circumstances. The timely payment of wages & statutory dues of deployed manpower shall be the responsibility of the service provider.
 - v. Taxes at the present prescribed rate will be deducted from the bills in accordance with the provisions.
 - vi. No enhancement in the service charges on any account/reason, whatsoever may be considered during contract.
6. Timing & Holidays - A staff will only be entitled for the holidays as laid down by the Govt. of Bihar. However, depending upon the work they need to report to the office even on holidays as per the direction received from their reporting officer.
7. Consortium and Subcontracts - No consortium will be entertained by Bihar Foundation Patna. The work awarded shall not be subcontracted. In case-Bihar Foundation finds, at any point of time during the period of contract, that the work undertaken by the Contractor has been subcontracted, the same will be treated as violation of the agreement, liable for legal action, termination of contract, forfeiture of Security Deposit and disqualification form future tenders to Bihar Foundation.
8. Bidding - Each bidder shall submit only one tender. If a bidder participate in more than one bid, the bids are liable to be rejected. The bidder shall bear all costs associated with the preparation and submission of the bid and Bihar Foundation in no case shall be responsible or liable for any costs, regardless of the conduct or outcome of the tender process.
9. Bihar Foundation Patna reserves the right to:
- i. Extend the Closing Date for submission of the Proposals
 - ii. Amend the proposal requirements at any time, provided that the closing date is displayed on Bihar Foundation Patna website <https://biharfoundation.bihar.gov.in/>
 - iii. Seek information from the bidders on any issue at any time.
 - iv. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distributed options to more than one bidder.
 - v. Terminate or abandon the entire bidding process whether before or after the receipt of bids.
 - vi. Seek the advice of external consultants to assist Bihar Foundation, Patna in the evaluation or review of proposals.

विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

- vii. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
10. Other General Terms & Condition -
- i. The persons deployed by the Bidder would not have any claim for employment or payment of wages or any other claim whatsoever against Bihar Foundation, Patna. The persons hired/ engaged from agency would not have any claim for compensation or any damage against Bihar Foundation in any event whatsoever.
 - ii. The manpower deployed shall remain under the control and supervision of the Selected Service Provider.
 - iii. In case any of the person(s) deployed by the Selected Service Provider does not come up to the mark in terms of general discipline or does not perform his/ her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Selected Bidders on the order of Bihar Foundation, Patna shall immediately withdraw such person[s] from the premises of Bihar Foundation, Patna and provide a suitable substitute.
 - iv. The manpower supplied by the Selected Bidders may be rotated as per the instructions of Bihar Foundation, Patna from time to time during the contract.
 - v. The Contract shall be governed by jurisdiction of Patna Courts. The terms of this document shall be interpreted as per Indian Laws.
 - vi. Any losses or damages to the properties of Bihar Foundation, Patna or its Customers/ Bihar Foundation's caused due to negligence or malpractice indulged by the personnel deployed by the Selected Service Provider will be recovered from the Bidder and Bidder will bear all such costs.
 - vii. The service provider to whom the contract is awarded will not charge any amount from the persons deployed in Bihar Foundation, Patna. Further, the agency shall only keep service charge quoted in its financial bid. The agency shall not deduct any amount from the payable salary and applicable EPF & ESIC of the deployed staff. In case any such incident(s) comes to the notice of Bihar Foundation, Patna, the contract awarded to the Selected Service Provider shall be cancelled and Performance Security deposit forfeited.
 - viii. The service provider will be required to execute an Agreement with Bihar Foundation within 15 days of communication from Bihar Foundation, Patna about its selection at its own cost for the purpose and the expense on it shall be borne by the bidder concerned.
 - ix. The service provider must have an office in Patna and in case it does not have any office in Patna it should open an office in Patna within 15 days of communication of its selection by Bihar Foundation, Patna.
 - x. The service provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. Bihar Foundation, Patna shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
 - xi. Bihar Foundation, Patna shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the Service Provider.
 - xii. Non-Disclosure Agreement: The Bidder shall not, without prior written consent from Bihar Foundation Patna, disclose the Contract or any provision thereof, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend


विशेष कार्य प्रशासक
बिहार फाउण्डेशन, पटना

- only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of Bihar Foundation Patna, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by Bihar Foundation Patna, other than the Contract itself, shall remain the property of Bihar Foundation Patna and shall be returned (in all copies) to Bihar Foundation Patna, on completion of the Bidder's performance under the Contract if so required by Bihar Foundation Patna
- xiii. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
- xiv. This document outlines Bihar Foundation's expectation in relation to the tender to be submitted by the Bidder. No legal or other obligation shall arise in Bihar Foundation's name unless and until the agreement has been formally executed between Bihar Foundation and successful Bidder and any conditions precedent to the effectiveness of such Agreement have been fulfilled. Bihar Foundation shall not be obliged to appoint the Bidder and reserves its right not to proceed with the selection Process and to withdraw from the Process, or to take any other decision thereof, at any time at its absolute discretion.
- xv. The personnel employed by the Bidder/Contractor should be physically fit and should be free from contagious/communicable diseases and should have normal vision. They should not have been involved in any police/criminal cases.
- xvi. The date fixed for opening of bid, if subsequently declared as holiday by the Govt./ Bihar Foundation the revised date of schedule will be notified. However, in the absence of any such notification, the bid will be opened on the next working date, time and venue remaining unaltered.
- xvii. The technical bid shall be evaluated based on the available documents submitted by the Bidder. Bihar Foundation may, at its discretion, ask any Bidder for any clarification on his bid to facilitate examination, evaluation, and comparison of the bids and or the bidders. Any clarification submitted by the bidder that is not in response to a request from Bihar Foundation shall not be considered.
- xviii. If a Bidder does not provide clarification on his bid by the date and time set in the Bihar Foundation request for clarification, his bid may be rejected.
- xix. The Service charges as indicated in the financial bid of each Bidder shall be read out on the spot. If there is any discrepancy between words and figures, the amount in words shall prevail. The decision of the Evaluation Committee shall be final and binding.
- xx. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Patna (Bihar, India).
- xxi. Any suit/legal action filed by any third party on account of the manpower services provided by the contractor against any individual(s) related/pertaining to this project shall be settled by the contractor at its own cost. Bihar Foundation Patna will not be a party to the same.


विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

FORMAT FOR FINANCIAL BID (Annex I)
(To be submitted on the letterhead of bidder)

S. no.	Positions (Qualification/ Experience)	Basic wages	Employer's Contribution On Basic Wage		Subtotal (Rs.) [F=C+D+E]	Service Charges [Minimum 5% of F]	Total (Rs.) [H=F+G]	Requirement	Grand Total [J=HxI]
			EPF @ 13%	ESIC @ 3.25%					
A	B	C	D	E	F	G	H	I	J
1	Cashier	22,000	2860	715	25575			01	
2	Data Entry Operator	20,000	2600	650	23250			02	
3	Receptionist	16,000	2080	520	18600			01	
4	Housekeeping	14,000	1820	455	16275			03	
5	Security Guard	13,200	1716	429	15345			03	
6	Sweeper	11,200	1456	364	13020			02	
Total (in words) -									

Note: Details and amount mentioned in column A-F shall remain fixed for all the bidders. Agency shall quote their service charge in column G which should be at least 5% of amount filled in column F.

1. Certified that I/We have carefully quoted the rates both in words and numerical/figures. In case of dispute, rates quoted in words shall be final.
2. Certified that I/We agree to all the terms and conditions of the tender document.
3. It is confirmed that the signatory to this document is authorized to sign the contracts on behalf of the applicant organization and the commitments made herein are binding on them.

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization:


विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

**PERFORMA FOR NO NEAR RELATIVE (S) OF THE
CONTRACTOR WORKING IN BIHAR FOUNDATION (Annex II)**

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I S/o Sh.....
.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in Bihar Foundation as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Bihar Foundation, Patna shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled, and earnest money/performance security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the Bidder with seal



विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना

UNDERTAKING (Annex III)

(To be executed on Rs.100/- Stamp paper)

To,

Chief Executive Officer
Bihar Foundation
6th Floor, Indira Bhawan, RCS Path, Patna - 800001

Name of the firm/ agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/We have examined and have no reservations to Bidding Documents, including addenda, if any, issued in accordance with instructions to Bidders.
2. I/We offer to execute in conformity with the bidding documents for providing manpower services for the offices of Bihar Foundation.
3. My/Our bid shall be valid for 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
4. If my/our bid is accepted, I/we commit to submit a Performance security deposit as prescribed in accordance with the bidding documents.
5. I/We also declare that Government of Bihar/India or any other Government Body has not declared me/us ineligible or blacklisted me/us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the conditions that you are not bound to accept the highest ranked bid/lowest bid or any other bid that you may receive.
7. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
8. I/ We abide by the provisions of minimum wages act, contract labour act and other statutory provisions like Provident Fund Act, ESI and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
9. I/ We shall provide trained and qualified contractual manpower.

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization:


विशेष कार्य पदाधिकारी
बिहार फाउन्डेशन, पटना