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BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

FIRST FLOOR, UDYOG BHAWAN, EAST GANDHI MAIDAN, PATNA -800004.

Website-www.biadabihar.in ,Email: biada-bih@gov.in Phone: 0612-2675002/2675991/2675998

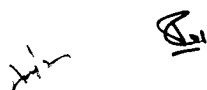
TENDER NOTICE - 01/MS/BIADA/2020

**EXPRESSION OF INTEREST FOR SELECTION OF AGENCY
FOR PROVIDING MANPOWER SERVICES**

Under the directions of the Competent Authority sealed tenders from reputed agencies under Two-bid System –"Technical Bid" and "Financial Bid" for Providing Manpower Services to the Bihar Industrial Area Development Authority (BIADA), East Gandhi Maidan, Udyog Bhawan, Patna, is invited fulfilling the following conditions:-

1. The bidder has to submit non-refundable tender processing fee of Rs. 1000/- (Rupees one thousand) only through a demand draft in favour of Bihar Industrial Area Development Authority, payable at Patna along with the Technical Bid in a separate sealed envelope.
2. "Technical Bid" and "Financial Bid" each in separate sealed envelope must be kept in big sealed envelope and must be dropped in Tender Box kept in BIADA, headquarter office by 3:00 P.M on 15.04.2020
3. Technical bid will be opened on 16.04.2020 at 11:00 A.M. at Conference Hall, BIADA, Patna.
4. The tenders received late or tenders without processing fee/conditional tenders/Incomplete tenders in any respect shall be deemed to be rejected.
5. The BIADA reserves the right to accept or reject any or all tenders without assigning any reason thereof.
6. The finalized bidder will have to enter into a legal contract/agreement with the BIADA before rendering its services.
7. Any query relating to this tender may be enquired with Housekeeping (Mb.No.9297965097) during office hours.
8. Detailed information of the Tender Document can be seen and downloaded from BIADA website www.biadabihar.in


21.3.20
Chief Administrative Officer



BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800 004

Phones : 0612-2675998, 2675991, Fax : 0612-2675889

www.biadabihar.in, Email : biada-bih@gov.in

EXPRESSION OF INTEREST FOR SELECTION OF AGENCY FOR PROVIDING MANPOWER SERVICES

TENDER NOTICE - 01/MS/BIADA/2020

I. NOTICE

Sealed tenders are invited from reputed agencies under "Two-bid" system-Technical Bid (unpriced) and Financial Bid (priced) to provide services for Manpower Services for office conduct on contract basis to the Bihar Industrial Area Development Authority hereinafter called BIADA.

Detailed information of the Tender Document can be downloaded from the BIADA website www.biadabihar.in. The bidder has to submit non-refundable tender processing fee of 1000/- (Rupees One Thousand only) through a demand draft in favour of BIADA payable at Patna along with the Technical Bid. Tender Document complete in all respects in a sealed envelope to be dropped in Tender Box by **3:00 p.m. on 15.04.2020**. Tenders will be opened on **16.04.2020 at 11:00 A.M.** at Conference Hall, BIADA, Patna. The tenders received late/tenders without Processing Fee/Conditional tenders/Incomplete Tenders in any respect would be rejected. The BIADA reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the BIADA before rendering its services.

II. ELIGIBILITY CRITERIA

Technical bid envelope should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possesses the required licenses, registrations etc., as per law valid for at least 12 months from the date of signing of the contract with the successful bidder for providing Manpower Services.
2. The Bidder shall have experience of providing Manpower Services for at least 03 years till 31 March, 2019.
3. Financial Turnover during the last 3 years till 31 March, 2019 should be at least Rs.10 Crores per financial year.
4. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder). An undertaking in this regard should be provided in the Technical Bid.
5. The Bidder should have the following Registrations in its name and the details of the same must be provided in the Technical Bid:
 - (i) Company Registration(Shop and Establishment Registration)
 - (ii) EPF Registration
 - (iii) ESI Registration
 - (iv) GST Registration
 - (v) PAN of the Firm/Proprietor
 - (vi) ISO Certificate
 - (vii) Current Labour License for minimum 400 workers.
 - (viii) Minimum 04 work orders for supply of Manpower out of which one should demonstrate that the vendor is supplying at least 100 manpowers every month in any one single contract.
 - (ix) Audited Income Tax Return for the last three financial years (2016-2017, 2017-2018 & 2018-2019).

- (x) Registration for manpower supply /License to act as Manpower Services Agency.
- (xi) Performance Certificate/ Work Competition Certificate rendered by the client/ clients for having completed such work for a value of at least 30 Lakhs or more in one Particular Completed work.

Note: Documentary proof in support of the abovementioned details must be enclosed in order to fulfil the eligibility criteria.

III. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to "**The Chief Administrative Officer**", Bihar Industrial Area Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004.

Technical bid along with Tender processing Fee should be **put together in a separate envelope clearly indicating "TECHNICAL BID"** and the Financial Bid should be **put in a separate sealed envelope**, clearly indicating "FINANCIAL BID" with the details of the Bidder. Both the sealed Technical & Financial Bid's envelopes should be **put in one envelope and must be superscribed "Tender for Manpower Services" TENDER NOTICE NO. - 01/MS/BIADA/2020** with the name, address & phone nos. of the Bidder. The tender must be dropped in the Tender Box of BIADA on the stipulated date & time mentioned in the tender notice and the tenders will be opened in the Conference Hall of BIADA on same day at the time specified for the same in the presence of all Bidders or their authorized representatives.

2. The Bidder shall acquaint himself fully with the condition of BIADA's premises and the working environment before quoting the rates. He is advised to do a complete survey on his own of the premises before offering their rates. No compensation on account of any difficulties will be entertained at a later date after the award of works.
3. That the technical bid shall be opened first and only the eligible bidders selected by Tender Committee shall participate in the financial bid which shall be opened on a date further fixed by the Tender Committee.
4. In case the Bid is being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. In the case of a company, the tender shall be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
5. **An Index page showing contents/annexure & page no. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory** as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization shall be enclosed along with the tender.
6. The bidder must ensure that the conditions laid down for submissions of offers are complied with and the details filled in the application is complete and correct. The rates and units shall not be overwritten and shall be in both i.e. figures and words.
7. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall recommend the Bidder to which the offer shall be granted based on the maximum turnover. In this regard the decision of the Managing Director BIADA shall be final.
8. BIADA reserves the right to accept or reject all or any of the tenders without assigning any reason.
9. BIADA has the right to award the contract to any bidder (not necessarily to L-1 bidder). The award of the contract will be given to any particular bidder, after going through the credentials of the bidders firm by the tender committee, who will evaluate the firms strength by their past performance and running contract(s),if any.
10. Any changes w.r.t. this tender will be notified only through our website www.biadabihar.in.

IV. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-I** i.e., Technical Bid.
2. BIADA may require Office Attendants, Drivers, Sweepers, ITI Trained Electrician, Amins, Duftari, Cook, Maid, Plumber, Electrician, Supervisor, etc. This manpower is to be provided as per requirement for eight hours a day and six days a week.
3. The number of persons required may vary from time to time or as per changing needs. BIADA reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
4. **The Annexure-II is the Financial Bid in which Total Amount and Service Charges has to be quoted only for the supply of manpower.**
5. On acceptance of the tender, the Bidder shall deposit Performance Security in the form of Bank Guarantee/Demand Draft to the tune of Rs. 2,00,000/- (Two Lakh only) to BIADA, Patna within 7 days of the award of the contract which will be refundable without interest after completion of the contract.
6. The staff employed by the agency will always keep identity cards with them for verification while working.
7. Provide summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the uniforms in clean condition while on duty. BIADA shall not pay any extra charges to the Agency against these items. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with BIADA.
8. Agency shall deploy its authorised representative(s) and adequate supervisor(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement. Agency shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement.
9. BIADA shall have the right to replace or stop any person without assigning any reason whatsoever and the substitute shall have to be provided by the Agency immediately, if required.
10. The staff to be provided by the Agency should be physically fit, healthy for performing manual & assigned duties and shall not be below 18 years of age.
11. The manpower will be screened by BIADA. All the persons to be provided should have good moral character. No criminal case shall be pending against any of the persons employed by the Agency. The Agency should ensure that his worker does not smoke, or indulge in activities like drinking alcohol, taking intoxicants or gambling.
12. The details of the persons deployed by the Agency with Bio-data, attested proof of Identity, photocopy of the driving licence (in case of driver) and the latest photographs of all the persons shall be supplied to the BIADA office for record.
13. Obtain necessary license, permit, consent, sanction etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time, whether of Central or State Govt. as applicable to him or to this contract without any liability and responsibility of BIADA, whatsoever it may be.
14. The administration of BIADA shall be at liberty to check any time the deployment of persons by the Agency and in case of default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty as deemed fit by BIADA. The decision of the Managing Director shall be final in this regard.

15. The Agency shall be liable for full fidelity of the personnel to be provided and in case of any pilferage/damage/theft/shortage is caused to the property of the BIADA due to the carelessness of the persons deployed by the Agency, the value as assessed shall be recovered from the payment due to the Agency under the contract. If some amount is still found recoverable, the Agency shall deposit the same within 15 days from service of notice by the BIADA.
16. The Agency shall make necessary arrangements and will take due care to prevent any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of BIADA regarding cause and cost of damage shall be final. In case the Agency fails to make good the damage to the entire satisfaction of BIADA and the amount will be deducted from his bill.
17. In no event BIADA shall be liable to Agency, whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, loss of business or profits.
18. The Agency shall obtain all licenses, permissions, certificates, registrations by complying with all statutory and prescribed rules and regulations, to enable the discharge of its obligations under this agreement, which shall be a condition precedent.
19. The Agency shall not pay to the persons engaged by him less than the minimum wages as approved under effective Minimum Wages Act, Govt. of Bihar.
20. The Minimum wages ,notified by the Labour department, Govt. of Bihar. if so within the Agreement period revised from time to time, the rates of various manpower shall also get revised, upon approval from BIADA.
21. BIADA will not be liable to pay any amount other than those settled in the contract, subject to clause 51 of this EOI. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the Agency and challans/receipts must be enclosed with the monthly bill. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.
22. The Agency shall be paid against the monthly bills submitted by him at the mutually settled rates.
23. The Agency shall maintain a daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit an attested photocopy of the attendance record with the monthly bill to BIADA.
24. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
25. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of the contract.
26. The agency must ensure the payment to staff by 7th of each month from his own resources through the bank cheque in the account of the worker and proof of credited amount should be produced with the coming month bill.
27. TDS and other taxes as applicable will be deducted from agency's bill as per Govt. instructions from time to time.
28. GST (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of the said tax.
29. The Performance Security amount shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and after

- affirming absence of any liability on the part of the Agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the workers etc.
30. In case of any change of constitution of the Agency, the rights of BIADA should not suffer.
 31. All personnel engaged under this contract by the Agency shall be employees of Agency. BIADA shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in BIADA or elsewhere.
 32. Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time.
 33. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of BIADA, they shall work under the directives and guidance of the BIADA. This will, however, not diminish in any way, the Agency's responsibility under contract to the BIADA.
 34. The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of BIADA/Govt. of India /any State/ or any Union Territory.
 35. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for BIADA it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the BIADA.
 36. In case BIADA is implicated in any lawsuit on account of not fulfilling all or any obligations under any law or due to performance/non-performance of the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by BIADA.
 37. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, BIADA shall have full powers to retain any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Managing Director of BIADA shall be final in regard to all matters arising under this clause.
 38. The decision of Managing Director, BIADA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
 39. An agreement shall be signed with the designated/authorised person of the successful agency.
 40. The Managing Director, BIADA shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and its decision shall be final and binding.
 41. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by BIADA) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
 42. The contract will be valid for a period of one year and can be extended to a maximum period of 3 years on the basis of satisfactory work performance.
 43. **Termination:** The Contract may be terminated by giving one month notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men, machinery and materials within days as per order. BIADA shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

44. Penalty:

(A) Any violation of provisions of Agreement, Expression of Interest etc by the Service provider shall be viewed seriously and it will attract penalty @ 10% of each default for non-payment of statutory dues such as Provident fund, ESI etc, untimely payment of the outsourced personnels, sub standard maintenance of premises. Moreover, if such default persist even after levy of penalty in two or more occasion the agreement with such Service provider may be discontinued and the service Provider may even be barred for further dealing with BIADA for a period of 2 years in case the violation so warrants.

(B) In case of pre mature termination of the contract based on any of the clause mentioned hereinabove, the security amount shall be forfeited.

45. Arbitration: Any dispute or difference between the parties with regard to this Agreement and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by M.D. BIADA.

46. Jurisdiction: In case of any dispute, the jurisdiction shall be the Court at Patna only.

47. Not with standing anything specified in clauses above, the Agency shall be responsible to take all measures to maintain the look, beauty, cleanliness, hygiene and sanitation of the building and premises.

48. Having read, understood and accepted the TENDER NO- 01/MS/BIADA/2020 issued by BIADA, for the supply of Manpower, we hereby offer our most competitive rates; (The agency should ensure that the service charges quoted by the agency are not below the practicable rates, Authority has fixed minimum service charge of not less than or equal to 5%. If a firm quotes below this rate, the Bid shall be treated as unresponsive and will be rejected). Moreover in case the same rate is quoted by two or more bidders then preference would be given to the bidder having maximum turnover.

49. BIADA shall have right to increase emoluments of any workman at any point of time during the subsistence of the contract. Any such increase in amount along with applicable taxes for such concerned workman shall be borne by BIADA.

Read and accepted
(Full Name, Signature & Stamp of the Bidder)

ANNEXURE-I
 (To be submitted on Letter Head of the Registered Agency)
TECHNICAL BID
PROFORMA FOR MANPOWER SERVICES AT BIADA

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

Payment Details	
DD No.	_____
Date	_____
Amount	_____
Bank	_____

1. Name of Firm/Agency: _____
2. Registered address: _____

3. Branch Address, if any _____

4. Phone/Fax No. _____
5. Email Address: _____
6. Type of Organization: _____
(Whether legally constituted Proprietary/Partnership/Private Limited/Limited/Corporate Body attach proof)
7. Name of Proprietor/Partners/
Directors of the Organization/Firm _____

Sl. No.	Documentary Proof of	Registration No. with Date & validity upto	Proof Attached (if Yes then Page no.)
1	Company Registration(Shop and Establishment Registration)		
2	Registration for manpower supply/License to act as Manpower Services Agency		
3	EPF Registration Proof		
4	ESI Registration Proof		
5	PAN of the Firm/Proprietor		
6	Audited Income Tax Return for the last 3 years		
7	Labour licence of minimum 200 workers		
8	ISO Certificate		
9	GST Registration Proof		
10	Proof of Registration with the Labor Commissioner		
11	Minimum 04 work orders for supply of Manpower out of which one should demonstrate at least 50 manpowers every month in any one single contract.		
12	Performance Certificate/ Work Competition Certificate rendered by the client/ clients for having completed such work for a value of at least 30 Lakh or more in one Particular Completed work.		

Name and signature of the authorized person
of the firm along with seal

ANNEXURE-II
(To be submitted on Letter Head of the Registered Agency)

FINANCIAL BID
Pro-forma for Scheduled Rate for Manpower Services at BIADA

Sl.No.	Description	Total Amount quoted in Rs. (per month)	Service Charges (In % only)
1.	Total Amount and Percentage (%) of Services Charges to be quoted by agency.	<ul style="list-style-type: none"> • Unskilled • Semi-skilled • Skilled • High Skilled 	<ul style="list-style-type: none"> • ----- • ----- • ----- • -----

Note :- Percentage (%) of Service Charges to be quoted only for supply of manpower to BIADA like ITI Trained Electrician, Amin, Driver, Duftari, Peon, Electrician, Plumber & Carpenter etc. as per Terms & Conditions laid down in the Tender Document. The monthly remuneration will be fixed by BIADA categorizing under Unskilled, Semi-skilled, Skilled & Highly Skilled category as per effective minimum wages as approved under Minimum Wages Act, Govt. of Bihar with statutory complience.

****** *The quoted minimum wages per person shall in no case be less than the current applicable minimum wages mandated by the state government. Also the quoted wages shall take into consideration all or any amount payable by the agency under the current applicable acts.*

Name and signature of the authorized person
of the firm along with seal

Penalty

Any violation of provisions of Agreement, Expression of Interest etc by the Service provider shall be viewed seriously and it will attract penalty @ 10% of each default for non-payment of statutory dues such as Provident fund, ESI etc, untimely payment of the outsourced personnels, sub standard maintenance of premises. Moreover, if such default persist even after levy of penalty in two or more occasion the agreement with such Service provider may be discontinued and the service Provider may even be barred for further dealing with BIADA for a period of 2 years in case the violation so warrants.