

NOTICE INVITING TENDER**Bihar State Road Transport Corporation (BSRTC)**

Sealed Tenders are invited in two bid system for selection of vendors for providing manpower on outsourcing basis for Bihar State Road Transport Corporation (BSRTC) Government of Bihar.

The tender document can be obtained from the office of the Bihar State Road Transport Corporation (BSRTC), Government of Bihar or from BSRTC website www.bsrtc.org.in by paying Rs. 5,000/- in shape of Bank Draft drawn in favour of Chief of Accounts, Bihar State Road Transport Corporation (BSRTC), Government of Bihar, payable at Patna. Pre bid meeting will be held at 03:00 pm on 12.07.2019 at Pariwahan Bhawan, Birchand Patel Path, Patna- 01. The last date for submission of Bids will be 22.07.2019 at 03:00 pm. Opening of bids will be done on the same day at 4 pm. in the office of the Chief of Administration, BSRTC, Pariwahan Bhawan (Sultan Palace), Birchand Patel Path, Patna. The tender document is also downloadable from the website (www.transport.bih.nic.in) or on (www.transport.bih.nic.in). In case of downloadable tender document from, a Bank Draft for Rs. 5,000/- is required to be attached along with the bid, failing which the bid shall not be accepted. No consortium/Partner bidding is allowed.

6/17/19

Administrator

**Bihar State Road Transport Corporation (BSRTC),
Government of Bihar**

Bihar State Road Transport Corporation

Bihar, Patna



BID DOCUMENT

FOR

PROVIDING MANPOWER ON OUTSOURCING BASIS

AT

BSRTC

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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 Govt. Bodies. 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 Rs 50 Lakh (Rupees Fifty Lacs only) per year .
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 deposit 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.

TERMS & CONDITIONS

1. The Agency will be required to provide required manpower to Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna. The tentative number of personnel required (Computer Data Operator) is 34, which may increase/decrease as per the requirement.
2. The personnel provided will be required to perform duties as assigned to them by Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna anywhere in Bihar.
3. Based on the requirement, the candidate recommended by the Agency for appointment will be shortlisted by Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna through a screening test/interview and decision of the Bihar State Road Transport Corporation, Pariwahan Bhawan, 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 seven 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 BSRTC.
6. The personnel shall be available for work on all working days from 9:30 AM to 06PM.
7. The Agency's personnel shall not claim any benefit/ compensation/ absorption/ regularization of services with Bihar State Road Transport Corporation, Pariwahan Bhawan, 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 Bihar State Road Transport Corporation, Pariwahan Bhawan, 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 Bihar State Road Transport Corporation, Pariwahan Bhawan, 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 Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna in the form of an Affidavit.
11. The personnel provided by the Agency will be allowed 04 day's 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. Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna will make monthly payments to the Agency immediately after proper evaluation.
13. The Agency will be required to furnish an Indemnity Bond/ as per Performa 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 indication 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, ect. 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 Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna.
17. Initially, the Agency will be entrusted the contract for a period of Three years, extendable on mutually agreed terms and conditions.
18. The Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna reserves the right 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 Corporation.
19. The Bihar State Road Transport Corporation, Pariwahan Bhawan, 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) month's 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 Chief Account Officer, Bihar State Road Transport Corporation, Pariwahan Bhawan, 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 Lacs 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 up to 3 months beyond the date of expiry of contract.

24. In the event of the services of the Agency not being found satisfactory, the Security/Performance Deposit shall be forfeited.
25. Bihar State Road Transport Corporation, Pariwahan Bhawan, 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, Bihar State Road Transport Corporation, Pariwahan Bhawan, 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, Bihar State Road Transport Corporation, Pariwahan Bhawan, 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 60 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. Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna reserves the right to reject any or all tenders without assigning any reason and the decision of the BSRTC shall be final and binding.
34. Any dispute or difference arising out of execution of this Agreement or in connection with the interpretation and implementation of the terms & conditions of the same, can be raised before the competent authority who may refer the same to the Dispute Redressal Committee of the Bihar State Road Transport Corporation which shall enquire into the issues giving rise to the dispute or difference and after hearing the parties shall submit it's report to the Administrator of the BSRTC who shall decide and resolve the matter in accordance with the law.

In case, any of the party still disagrees with the decision, then it can make a request for an Arbitration in writing clearly specifying the issues in dispute to the Administrator, who shall appoint an Arbitrator from the panel of Arbitrators prepared as per the amended provisions of the Arbitration and Conciliation Act 1996 and attached hereto and refer the dispute to him for Arbitration. The award delivered by the Arbitrator shall be binding and acceptable to both the parties.
35. All unresolved disputes shall be subject to jurisdiction of Patna.

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)	G.S.T no.	
	(iii)	Experience Certificate	
	(iv)	Litigation YES/NO	
	(v)	EPF Registration No.	
	(vi)	ESI Registration No.	
	(vii)	I.T. Return for last three completed years	
	(viii)	Turnover details of last three years	
4.	Details of manpower (category- wise) (total strength, qualification, length of average service) (Use separate sheet, if required)		

1. 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

Chapter-5

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.

Sl.No.	Post	Salary per Month	EPF	ESI	Total	Service Charge	Total amount to be paid by department (Exclusive of GST)
1	Computer Data Operator						

Note: -

- * The rate quoted should include all taxes and any other out-of-pocket expenses like cost towards site survey, cost towards advertisement for hiring of personnel and cost towards services and facility management at State/Districts level etc. as applicable for executing the defined scope of work.**
- Conditional bids (having conditional discounts, or any hidden cost, taxes etc.)/ ambiguous bids will be summarily rejected.

Signature & Seal of the Bidder:

Name of the Signing Authority:

Designation of Authority:

Address:

FORM OF AGREEMENT

36. THIS AGREEMENT IS made on the ----- day ----- (Month) -----
(Year) Between " Bihar State Road Transport Corporation, Pariwahan Bhawan,
Patna" of the one part

AND

----- (Name and address of the Agency) through Shri
----- authorized representative (hereinafter called "the Agency" which.

1. 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 Bihar State Road Transport Corporation, Pariwahan Bhawan, 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. Annexure 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 Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna to the Agency as hereinafter mentioned, the Agency hereby covenants with Bihar State Road Transport Corporation, Pariwahan Bhawan, Patna to execute the outsourcing services w.e.f. as per the provisions of the Agreement and the bid document.
4. Bihar State Road Transport Corporation, Pariwahan Bhawan, 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 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
Bihar State Road Transport Corporation,
Pariwahan Bhawan, Patna

Signature of the authorized Official
Name of the Official Officer

Signature of the authorized Office
Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

----- Name
on behalf of the Contractor
in the presence of:
Witness -----
Name -----
Address -----

Telephone No: -----

By the said

----- Name
on behalf of the Employer
in the presence of :
Witness -----
Name -----
Address -----

Telephone No: -----

Indemnity Bond

We, -----having registered office at -----have entered into a contract with BSRTC, Corporation Birchand Patel Marg, Patna- 800001 vide contract dated -----
----- to provide manpower on outsourcing basis at Bihar State Road Transport Corporation Birchand Patel Marg, Patna- 800001

We do hereby indemnify and keep harmless, Bihar State Road Transport Corporation, Pariwahan Bhawan, 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, BIHAR STATE ROAD TRANSPORT CORPORATION, PARIBAHAN BHAWAN, 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-fulfilment 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