Govt. of Bihar
Animal & Fisheries Resources Department

Notice Inviting Tender for Outsourcing of Manpower Services at Dairy Development Directorate, Dept. of Animal & Fisheries Resources, Govt. of Bihar

Ref. No.: Dated: --


2. The detailed terms and condition for qualification of the bidders, for submission of bids and selection of the bidder, roles and responsibilities of the bidder etc are indicated in the Bidding Documents, which can be downloaded from our website www.ahd.bih.nic.in.

3. Interested and qualified agencies are requested to submit their proposal along with supporting documents and non-refundable tender fees of Rs.5000/- (Rs. Five thousand only) and earnest money deposit of Rs. 50000/- (Rupees five Lac Only) in the form of a demand draft in favour of "Director, Dairy Development Directorate, Bihar, Patna" on or before date-22.11.2019 by 13:00 P.M by hand/ post/ courier. The applications are to be addressed to the office of "Director, Dairy Development Directorate, Animal & Fisheries Resource Department, 3rd Floor Vikas Bhawan, New Secretariat, Patna -800015, Bihar". Application should be submitted in prescribed format in sealed envelope and should be clearly labeled as "Selection of an agency for Outsourcing of Manpower Services at Dairy Development Directorate, Dept. of Animal & Fisheries Resources, Govt. of Bihar.

Director,
Dairy Development Directorate,
Animal & Fisheries Resource Department,
Bihar, Patna
Dairy Development Directorate, Dept. of Animal & Fisheries Resources, Govt. of Bihar

Notice Inviting Tender for Outsourcing of Manpower Services at Dairy Development Directorate, Dept. of Animal & Fisheries Resources, Govt. of Bihar.

<table>
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<tr>
<th>Place for opening of the bid</th>
<th>Dairy Development Directorate, Dept. of Animal and Fisheries resources, Bihar, 3rd Floor, Vikash Bhawan, Patna, Bihar</th>
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<tbody>
<tr>
<td>Pre Bid Meeting</td>
<td>At 13:00 Hrs on 08.11.2019</td>
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<tr>
<td>Last Date &amp; time of Submission of Bid</td>
<td>At 13:00 Hrs on 22.11.2019</td>
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<tr>
<td>Date &amp; Time of Opening of Technical Bid</td>
<td>At 15:00 Hrs on 22.11.2019</td>
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IMPORTANT NOTE

I. Dairy Development Directorate, Dept. of Animal & Fisheries Resources, Govt. of Bihar hereinafter called the Client, invites sealed bids under two bid systems from eligible firms/companies/etc. for "Hiring of Manpower Services" for its office located at: Vikash Bhawan, Bailey Road, Patna.

II. Sealed bidding document (Technical Bid, along with EMD and Financial Bid) duly filled in as per the instructions of the Tender Document should be addressed to the Dairy Development Directorate, Patna and must reach latest by 13:00 PM on [22.11.2019].

III. The sealed bidding document should be delivered in Client’s office by the stipulated date and time.

IV. Alternatively, the tender document may also be downloaded from the client’s official website: http://www.ahd.bih.nic.in.

V. The Technical Bids shall be opened in the chamber of Director Dairy Development, Bihar on 22 November 2019 at 15:00 hours by the Committee authorized by the Dairy Development Directorate, in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids qualify, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

VI. The Bidder shall bear all costs associated with the preparation and submission of its bid and Dairy Development Directorate, will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

VII. Interested bidders are advised to study the document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.

VIII. The Client reserves the right to reject any or all the bids without assigning any reason and the decision of the client, shall be final and binding.

IX. The Dairy Development Directorate, reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Dairy Development Directorate, Patna shall be final and binding.

X. Dairy Development Directorate, Patna, at its sole discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website http://www.ahd.bih.nic.in.

XI. The contract can be terminated at any time without assigning any reason by giving a notice of two months by Dairy Development Directorate, Patna.

XII. The Institute reserves the right to accept or reject any bid without assigning any reason whatsoever.

XIII. Incomplete bids are liable to be rejected.

XIV. Late bids shall not be accepted and no correspondence in this regard shall be entertained.

XV. The decision of the Director, Dairy Development Directorate, Bihar, Patna on any dispute, arising out of or relating to the contract, including the interpretation of a part or full of this document, shall be final and binding on the parties.
## NOTICE INVITING TENDER FOR MANPOWER SERVICES

### Schedule of Events

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<tr>
<th>Tender No.</th>
<th>Manpower Services</th>
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<td>Services to be offered</td>
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<tr>
<td>Details of Contact Person for clarifications/queries</td>
<td>Sri. Ajay Kumar Jha</td>
</tr>
<tr>
<td>Cost of Tender Document</td>
<td>Rs. 5000/-</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs.500000/-</td>
</tr>
<tr>
<td>Website for downloading Tender Document, Corrigendum’s, Addendums Etc.</td>
<td><a href="http://www.ahd.bih.nic.in">www.ahd.bih.nic.in</a></td>
</tr>
<tr>
<td>Bid Submission Closing Date &amp; Time</td>
<td>22 November 2019 At 13.00 PM</td>
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<tr>
<td>Technical Bid Opening Date &amp; Time</td>
<td>22 November 2019 At 15.00 PM</td>
</tr>
<tr>
<td>Address for Submission of Technical Bid (including Tender Document &amp; EMD) on or before the closing date and time of bid submission</td>
<td>Dairy Development Directorate, Dept. of Animal and Fisheries resources, Bihar, 3rd Floor, Vikash Bhawan, Patna 800015, Bihar</td>
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<tr>
<td>Venue for Technical Bid opening</td>
<td>In the Chamber of Director, Dairy Development Directorate, Bihar, 3rd Floor, Vikash Bhawan, Patna</td>
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<td>Date, Time and Venue of opening of Financial bids</td>
<td>To be informed later on</td>
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<tr>
<td>Tender Document and Financial Bid Validity Bids</td>
<td>180 Days</td>
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### Disclaimer

This tender is not an offer by Dairy Development Directorate, Dept. of Animal and Fisheries Resources, GOB, but an invitation to receive offer from Eligible Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of Dairy Development Directorate, Patna with the vendor.
Part II

Background

The Main objective of this Directorate is to plan, monitor, supervise & implement the different dairy development programmes, facilitate the resource for enhancement of milk productivity, collection and marketing of milk and milk product and analysis of projects and schemes on scientific basis. COMFED has been assigned as nodal agency of Dairy Development. The Responsibilities is overall Administrative and Technical control of regional and district level offices of Dairy Development Directorate. Planning, Monitoring and Supervision of Scheme. Direction and Guidelines for implementation of schemes.

The Activities includes Facilitation for organization of milk cooperative societies at village level, Milk Union at Dist. level for milk collection, processing and marketing of milk. Enhancement of milk productivity. Providing technical inputs to milk producer like milk and dairy cooperative societies testing equipment and accessories, green fodder seeds, Artificial Insemination equipments and accessories. Establishment of chilling plants, bulk cooler and others cold chain facilities for preservation and maintaining quality of milk for collection and marketing. Providing job opportunity directly or indirectly to rural masses by forming network on cooperative structure in dairy development activities for Socio-economic changes. Alarge no. of rural milk producers can be engaged and benefited through this. White Revolution can be brought and made successful.

Due to Shortage of the manpower Dairy Development Directorate has decided to hire manpower on Outsourcing basis from the Outsource Agency.

Scope of Work

I. The Dairy Development Directorate, Dept. of Animal and Fisheries resources, GoB, requires the services of reputed, well established and financially sound Professional Staffing and Manpower Sourcing Organizations to provide professional support services in different capacities as specified in PART VI of the Tender Document including to cater to the shortage of manpower and technical requirements of Dairy Development Directorate, Patna on need based basis.
General Conditions

A. VALIDITY OF THE CONTRACT

The Dairy Development Directorate, Patna would be selecting bidders for providing the services. (For different categories of contract staff). Contract, once awarded, shall remain valid for a period of three years. The contract can be extended further with mutual consent. However, the contract can be terminated by Dairy Development Directorate, Patna at any time without assigning any reason by giving a notice of two months.

B. ELIGIBILITY CRITERIA

I. The bidder should have been in the business of providing services of deployment of personnel to carry out Technical, administrative, and other Office related functions for more than 5 (Five) years as on 31st March 2019 (Proof for commencement of Business should be furnished). Also, the bidder should have a PF and ESIC and a copy of the same should be submitted with the technical bid.

II. The average annual turnover of the Bidder for the past 3 years immediately preceding the current financial year (viz. 2016-17, 2017-18 and 2018-19) should not be less than Rs. 10 crores (annually) and should not be in deficit mode during these years. Copies of the Profit & Loss Account/ Income Expenditure Statement along with balanced sheet duly audited by CA in support of the Bidder’s turnover as well as the profits/ loss must be submitted with the Technical Bid Turnover Certificate from Statutory Auditor.

III. The bidders must have experience of providing at least 200 employees having EPF Registration and having professional Qualification like IT, Accounting, Engineers, Marketing, and similar other than blue collar jobs like Security Guard, Peon, Office Boy etc.

IV. The bidder should be registered with ESIC (Certified copy to be attached)

V. The bidder should be registered under GST Registration for providing services concerning sourcing of manpower (Certified copy to be attached).

VI. The bidder should have a PAN Card and a copy of the same should be submitted with Technical Bid.

VII. An undertaking (self-certificate) that the bidder is not & has not been blacklisted by any Central/ State Government organizations during the last five years (2016-17 and 2017-18, 2018-19).

VIII. Account Payee Demand Drafts for EMD must be attached with the offer, separately.

IX. Performance Security Deposit/Refund of EMD

a. The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit. Performance Security Deposit would be for an amount of 5% (Five percent) of the value of the awarded contract. Performance Security shall be furnished in the form of Account Payee Demand Draft in favour of The Director, Dairy Development Directorate, Bihar, Patna payable at Patna.

b. EMD shall be refunded to the selected bidder only after signing of the contract and receipt of Performance Security Deposit.
c. 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.

d. The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier’s/ Bidder’s failure to comply with its obligations under the Contract.

e. The Performance Security deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

X. Forfeiture of PSD:

Performance Security Deposit shall be forfeited/invoked in the following cases: -

a. When any term and condition of the contract is breached.

b. When the Contractor/ Bidder fails to provide deliverables after partially executing the work order or contractor fails to fulfil its obligations under the contract.

XI. No interest will be paid by Dairy Development Directorate on the amount of EMD and Performance Security Deposit.

XII. Forfeiture of Earnest Money Deposit / Performance Security Deposit shall be without prejudice to any other right of Dairy Development Directorate - Patna to claim any damages as admissible under the law as well as to take such action against the Contractor/ Bidder such as severing future business relation or black listing, etc., as may be deemed fit.

XIII. The bidder should submit its Bids in two parts in the prescribed proforma enclosed (Proforma for Furnishing Technical Bid in Part VII and Proforma for Furnishing Financial Bid in Part VIII).

XIV. The bidder quoting NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

XV. Each page of the documents submitted with the bids including the bidding proforma must be signed by the Authorized Signatory and a stamp is affixed in token of authentication/ correctness of the documents.

c. PROVIDING SERVICES/ SUPPORT

i. More than one bidder may be empanelled for providing manpower services. In case more than one bidder is empanelled the other bidders have to meet the L1 price for Service Charges.

ii. The Bidder will deploy the requisite manpower within 10 working days of placing the work order by Dairy Directorate, Patna.

iii. As and when an employee is absent, replacement should be made available by bidder under intimation to Dairy Development Directorate. Otherwise, penalty as point number (ii) above will be levied.
iv. For the resources deployed, the Bidder will keep with them their Aadhar Verification completed and furnish the Copy of Aadhar card to Dairy Development Directorate a while keeping a copy with themselves. The Bidder shall keep the details of present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs of deployed resources and furnish this details/ information to Dairy Development Directorate, Patna as and when required.

v. The Selected Bidder will issue appointment order to the deployed resources only after checking his/ her eligibility as per the govt. order and documents of qualification and endorse a copy of the same to Dairy Development Directorate, Patna. The manpower deployed will be issued ID Cards by the Bidder, which the person deployed will always keep with him/ her and show on demand. This will be in addition to Entry Pass issued in favour of the deployed personnel at the workplace to facilitate his/ her entry in secured area/ office premises.

vi. The personnel hired from the Selected Bidder will report Dairy Development Directorate, Patna, who will assign them specific tasks as per requirement.

D. PAYMENTS:

i. Payments shall be released on a monthly basis against the pre-receipted bills received from the Selected Bidder after ascertaining that the quality of the services rendered by the Bidder were satisfactory and all personnel deployed were present on all working days during the period covered by the bill.

ii. The payment to be made to each employee shall be paid as prescribed in the Tender document as decided by Dairy Development Directorate, Patna.

iii. Payment to the personnel deployed by the Bidder should be done on or before the 15th of the following month and the payment to personnel is not connected with payment from the Centre for the services rendered by the Selected bidder.
iv. The Selected Bidder shall make payment of Salary to the employees deployed in Dairy Development Directorate, Patna through account payee Cheque/Bank Transfer by 7th of the following month or within seven days from the receipt of the funds from Directorate, proof of the same should be submitted to Dairy Development Directorate.

v. The Bidder shall provide ESI cards to all the deployed personnel, wherever ESI is applicable.

vi. The Bidder shall provide PF A/c No. to all the deployed personnel, wherever PF is applicable.

vii. The Selected Bidder will submit a copy of the appointment letter issued to the deployed resources along with the first bill for claiming reimbursement for the services provided to Dairy Development Directorate, Patna or its clients or any other authority at Directorate Dairy, Patna’s advice.

viii. No increase in the rates during the contract period shall be entertained for whatsoever reasons except decided by the Dairy Development Directorate.

ix. The Selected Bidder has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at the request of Dairy Development Directorate, Patna have been made in strict compliance of the provisions of the Minimum Wages Act and that necessary payments on account of statutory provisions, for e.g. ESI / PF / Gratuity, etc., have been deposited with the concerned authorities, failing which the contract shall not only be terminated and performance security deposit forfeited, but also any other action, as deemed fit by Dairy Development Directorate, Patna shall be taken.

x. The Selected Bidder shall furnish a comprehensive list of all employees deployed by it at Dairy Development Directorate, Patna with the details of PF account numbers and ESI card numbers of each employee and as and when a new personnel is deployed by the Bidders, such details in respect of the said personnel shall be furnished within a month from the date of his/her deployment.

xi. Final bill shall be paid after 30 days from the completion/termination of the contract.

E. PENALTY for NON-PERFORMANCE AND NON-PAYMENT

i. The Bidder will deploy the requisite resources/manpower within 30 working days of placing the work order by Dairy Development Directorate, Patna. Beyond this period, a penalty will be imposed on the discretion of the directorate limited to Rs.100/ per day.

ii. The Bidder shall make payment of Salary to the employees deployed in Dairy Development Directorate, Patna through account payee Cheque/Bank Transfer by 7th of the following month for the receipt of the fees by the bidder whichever is earlier. In case the Selected Bidder fails to make payment of salary by 7th day of the following month or three days from the receipts from Directorate, a penalty @ 1% for every day of delay shall be levied, subject to a maximum of 10% of the total bill value of the month. If Selected Bidder fails to release the salary to the personnel deployed in Dairy Development Directorate, Patna without appropriate justification, Dairy Development Directorate, Patna reserves the right to cancel the work order and forfeit the performance security deposit besides taking any other action, as per law.
F. TIMINGS & HOLIDAYS

i. The employees of the Bidder deployed at the premises of Regional, District and HO of Dairy Development Directorate, Patna shall report for duty at per the timings of Dairy Development Directorate.

ii. Dairy Development Directorate, Patna shall, however, have the right to detain all or some of the employees of the Bidder, beyond the above hours, on need basis.

iii. Leave will be decided by the Director during Contract negotiation.

G. OTHER GENERAL TERMS AND CONDITIONS

i. Any overwriting/ fluiding/ corrections in the offer submitted by the Bidder should be authenticated by the signatures of the authority signing the bid. Failure on this account may lead to cancellation of the bid.

ii. If any column in the Proforma at PART VII and PART VIII submitted to Dairy Development Directorate, Patna remains blank or filled with inappropriate/ incomplete information, the bid would be treated as incomplete and hence, rejected.

iii. A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted with the Technical Bid. The Technical Bids not accompanied by a duly signed copy of this document shall be treated as incomplete and shall be rejected.
iv. Arbitration: In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred [as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof] to the sole arbitrator to be appointed by The Director, **Dairy Development Directorate**. The award of the arbitrator shall be final and binding on both the parties. The Patna court shall have jurisdiction for any disputes and the venue for arbitration shall be Patna. Fee payable to the Arbitrator has to be shared equally by the parties.

v. The persons deployed by the Bidder would not have any claim for employment or payment of wages or any other claim whatsoever against **Dairy Development Directorate**, Patna. The persons hired/engaged from Bidder would not have any claim for compensation or any damage against **Dairy Development Directorate** in any event whatsoever. Empanelled Bidders would be responsible or answerable for any such claim.

vi. The Selected Bidder shall be responsible for suitability, medical fitness and Aadhar verification of the character and antecedents of the manpower sponsored by it for deployment in **Dairy Development Directorate**, Patna.

vii. The manpower deployed shall remain under the control and supervision of the Selected Bidder and the Selected Bidder shall be liable for payment of their Salary & wages and all other dues payable under various statutory provisions.

viii. The deduction of income tax from the bills of the Selected Bidder will be made at source as per the provisions of the Income Tax Act 1962 and that the GST will be paid to the Bidder on total monthly bill amount as per provisions of the GST, wherever applicable.

ix. In case any of the person(s) deployed by the Selected Bidder 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 **Dairy Development Directorate**, Patna shall immediately withdraw such person[s] from the premises of **Dairy Development Directorate**, Patna and provide a suitable substitute.

x. The manpower supplied by the Selected Bidders may be rotated as per the instructions of **Dairy Development Directorate**, Patna from time to time during the currency of the contract.

xi. The Contract shall be governed by jurisdiction of Patna Courts. The terms of this document shall be interpreted as per Indian Laws.

xii. Any losses or damages to the properties of **Dairy Development Directorate**, Patna or its Customers/Clients caused due to negligence or malpractice indulged by the personnel deployed by the Selected Bidder will be recovered from the Bidder and Bidder will bear all such costs.

xiii. Bidder to whom the contract is awarded will not charge any amount from the persons deployed on request of **Dairy Development Directorate**, Patna. In case any such incident(s) comes to the notice of **Dairy Development Directorate**, Patna, the contract awarded to the Selected Bidder shall be cancelled and Performance Security forfeited.
xiv. The Bidder selected will be required to execute an Agreement with Dairy Development Directorate within 15 days of communication from Dairy Development Directorate, Patna about its selection for the purpose and the tax liability on this account shall be borne by the bidder concerned.

xv. The Bidder 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 Dairy Development Directorate, Patna.

xvi. The Bidder shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. Dairy Development Directorate, 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.

xvii. Dairy Development Directorate, 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.

xviii. Income Tax, EPF and ESI No Bidder, who does not hold a valid PAN from Income Tax department and who is not registered under EPF and miscellaneous provisions Act 1952 and who is not registered with ESIC, shall not bid. The PAN, EPF and ESIC should be quoted in the tender document without which the tender is liable to rejection.

xix. Contract Documents (Non – Disclosure Agreement) The Bidder shall not, without prior written consent from Dairy Development Directorate, 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 only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of Dairy Development Directorate - 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 Dairy Development Directorate Patna, other than the Contract itself, shall remain the property of Dairy Development Directorate Patna and shall be returned (in all copies) to Dairy Development Directorate Patna, on completion of the Bidder's performance under the Contract if so required by Directorate Dairy Development Directorate - Patna.

xx. Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.

c) Entire Agreement: The Contract constitutes the entire agreement between Directorate Dairy - Patna and the contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
d) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.

e) No waiver: Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

f) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

g) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

h) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of Directorate Dairy - Patna shall be final and binding on all parties.

xxii. Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the Dairy Development Directorate - Patna, shall be written in English only or as specified in the special conditions of the contract.

b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation.

xxiii. Notices

a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.

b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

xxiv. Applicable Law

a) The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Bihar.

b) 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)

c) 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. Dairy Development Directorate Patna will NOT be a party to the same.
xxv. Deliverables

The bidder shall be single point of contact with Dairy Development Directorate - Patna and shall be solely responsible for the delivery of manpower as per the requirement of Dairy Development Directorate. The bidder whose tender is accepted shall arrange to supply the required manpower as per agreement/contract.

H. BID VALIDITY:

The bids submitted should be valid for at least 180 days. However, Dairy Development Directorate, Patna shall have the right to extend the validity, in which case, the bidders not willing for extension will be allowed to withdraw without forfeiture of EMD.

I. PROCEDURE FOR SUBMISSION OF THE BIDS

i. The envelope should be marked “Tender for Providing Manpower Services in the Office of Dairy Development Directorate, Patna”. The Bid should be submitted in two parts i.e. Technical Bid as per the Performa given in PART VII and Commercial Bid in the Proforma given in PART VIII. The two proforma, duly filled in, with all relevant documents attached, should be sealed in separate covers with each cover superscripted with the statement “Technical Bid” or “Commercial Bid”, as the case may be. Both these covers should then be sealed in a bigger cover and submitted at Dairy Development Directorate’s Office, along with separate Demand Drafts for EMD, on or before the prescribed cut-off date. The bigger envelope containing the envelopes of Technical and Commercial Bids superscripted with the statement “Proposal for Providing Manpower Services” and addressed to Dairy Development Directorate, Dept. of Animal and Fisheries Resources, 3rd Floor, Vikash Bhawan, Patna - 800015, Bihar reach the addressee on or before the closing time and date indicated on top this document. The tenderers are allowed to depute their representatives (one per Tenderer) for Technical Bid opening on the prescribed date and time.

ii. All pages in Technical Bids must be numbered and on top of the Bid, an index giving page number of each document submitted must be indicated. The Bids without such an index are liable to be rejected.

iii. The Project period is of One year and will be extendable to three years. The Commercial Bids should be submitted in Proforma given at PART VIII of this document according to which the bidder has to pay the prescribed Salary including GST.

iv. The bidder has to quote only against the service Charges. The L1 bidder will be announced successful.

v. Commercial Bids of only those bidders shall be opened whose Technical Bids are qualified. The bids opened by the duly constituted Committee in this office on notified time, date and place in presence of Bidders’ duly nominated representatives (one per bid), if deputed by them. Intimation for opening of Commercial Bids would be sent through e-mail or telephone only.

vi. No price should be mentioned in Technical Bid otherwise the bid is liable to be rejected.

vii. Documents to be enclosed with the Technical and Commercial Bid: The documents shall be as per the below mentioned checklist in two bid format:

a) Technical Bid should be Submitted containing the following:
1. Tender documents duly completed, duly signed but without indicating the price. With enclosing Account Payee Demand Drafts of Tender Earnest Money Deposit (Rs. 500000/-).
2. Supporting documents in respect of Eligibility Criteria as per Part III-B.
3. Undertaking on a stamp paper of Rs.1000/-] - Annexure -II
4. Letter of Undertaking as per Annexure-III.
5. Part V of Tender Document - (1) Certificate - proforma for no near relative (s) of the Bidder working in Dairy Development Directorate (2) Certificate of Self-Declaration - non-blacklisting and (3) Representative Authorization Letter proforma and (4) Format Power of Attorney. as per Annexure-6 with power of attorney as per, Proforma for no near relative (s) of the contractor working in Dairy Development Directorate) as per Part V of Tender Document
6. Details and proof regarding past performance of the similar work/services & list of clients of similar works executed as per Annexure - V

b) Commercial bid should be submitted in BoQ format only containing the following:

1. Declarations in prescribed format at Part VIII. It should be submitted on letter head of the bidder.
2. The bidder shall quote the prices/rates as specified in the BoQ format given at Part VIII.
3. The bidders should quote their most competitive prices/rates.
4. All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the bid liable for rejection. Bidders should ensure that there are no alterations / corrections in the prices/rates submitted by them.
5. The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

J Rectification of Errors:

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in the words will be considered.

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.

c) If the bidder does not accept the correction of errors, its bid will be rejected.

d) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

K Fraud and Corrupt Practices

a. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary
contained herein, **Dairy Development Directorate**, Patna may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

b. Without prejudice to the rights of the **Dairy Development Directorate**, Patna under Clause (a) hereinabove, if a tenderer is found by **Dairy Development Directorate**, Patna to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such tenderer shall not be eligible to participate in any tender floated by **Dairy Development Directorate**, Patna.

c. For the purposes of this Clause-(a) above, the following terms shall have the meaning hereinafter respectively assigned to them:

1) “Corrupt practice” means

   i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or

   ii. save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

2) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

3) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

4) “Undesirable practice” means (i) establishing contact with any person connected with or employed by or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

5) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**L. Consortium**

Consorium will not be allowed under this bid. Further department if required may empanel more than one agency on the L1 rates of the successful bidder.

**N. Reservation of Rights**

**Dairy Development Directorate**-Patna reserves the right to:

a. Extend the Closing Date for submission of the Proposals
b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on Dairy Development Directorate-Patna website http://www.ahd.bih.nic.in.

c. Seek information from the bidders on any issue at any time.

d. 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.

e. Terminate or abandon the entire bidding process whether before or after the receipt of bids.

f. Seek the advice of external consultants to assist Dairy Development Directorate-Patna in the evaluation or review of proposals.

g. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.

h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal.

O. Conflict of Interest

Dairy Development Directorate-Patna considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Dairy Development Directorate-Patna's Procurement Ethics.
In pursuance of Dairy Development Directorate - Patna's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, Dairy Development Directorate - Patna will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified.
A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process, if including but not limited to:

a. have controlling shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or

e. A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid.

P. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

"Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

i. War, hostilities, invasion, act of foreign enemy and civil war;
ii. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
iii. Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
iv. Earthquake, fire, flood or cyclone, or other natural disaster. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

a) the date of commencement of the event of Force Majeure;
b) the nature and extent of the event of Force Majeure;
c) the estimated Force Majeure Period,
d) reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

f) Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.
Part - IV
Bid evaluation criteria and selection procedure

BID EVALUATION CRITERIA

i. In the first instance, the Technical Bids shall be opened by the authorized representatives of Dairy Development Directorate, Patna in the presence of representatives of bidders, if available.

ii. The date, time and venue for opening of the Technical Bids is given on cover page of this document;

iii. The bidders may depute their representative for the Technical Bid opening event.

iv. The Technical Bids will than the evaluated by Dairy Development Directorate, Patna, internally on the basis of following parameters and for each parameter marks shall be awarded as mentioned against each:-

<table>
<thead>
<tr>
<th>SL NO.</th>
<th>PARTICULARS OF PARAMETERS</th>
<th>MARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>STATUS OF THE COMPANY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>REGISTERED COMPANIES UNDER COMPANIES ACT</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>OTHERS</td>
<td>05</td>
</tr>
<tr>
<td>2.</td>
<td>EXPERIENCE IN SUPPLYING MANPOWER WITH EPF NO.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BELOW 100</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>MORE THAN 100 TO 150</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>MORE THAN 150 TO 200</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>MORE THAN 200</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>EXPERIENCE IN SUPPLYING MANPOWER IN GOVT DEPARTMENT</td>
<td>10</td>
</tr>
<tr>
<td>4.</td>
<td>NO. OF YEARS OF EXPERIENCE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LESS THAN THREE</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>MORE THAN THREE AND LESS THAN 6</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>MORE THAN 6</td>
<td>20</td>
</tr>
<tr>
<td>5.</td>
<td>THREE YEARS ANNUAL AVERAGE TURNOVER OF THE COMPANY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LESS THAN 5 CRORES</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>MORE THAN 5 CRORES AND LESS THAN 10 CRORES</td>
<td>05</td>
</tr>
<tr>
<td></td>
<td>MORE THAN 10 CRORES</td>
<td>10</td>
</tr>
<tr>
<td>6.</td>
<td>MANPOWER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>HR MANAGER HAVING QUALIFICATION OF MBA HR HAVING 5 YEARS EXPERIENCE (MARKING WILL BE BASED ON QUALIFICATION AND EXPERIENCE)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>ACCOUNTS MANAGER HAVING 5 YEARS OF EXPERIENCE HAVING QUALIFICATION OF MBA FINANCE</td>
<td>10</td>
</tr>
</tbody>
</table>
Note: Each bidder should obtain at least 70% marks over all to qualify the Technical Competitiveness Parameters.

[v] The L1 bidder will be arrived based on the Service Charges including GST quoted by the bidders wise;

[a] In case more than one bidder quotes the same value, then the bidder having maximum average total turnover for three years ending 31st March 2018 reckoned as L1. A list of L1, L2 ....... will be prepared accordingly.

[vi] The decision of The Dairy Development Directorate, Patna shall be final and binding. However, the bidders are free to seek clarification on bidding conditions, bidding process and/or rejection of the Bid.
Part - V
CERTIFICATE

(PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN Dairy Development Directorate ,Patna)

(To be executed on - 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 Dairy Development Directorate as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Directorate Dairy, Patna shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

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)

The declaration will be given by the Authorised signatory on behalf of the all the 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/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 tenderer with seal

The declaration will be given by the Authorised signatory on behalf of the all the 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/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 Tenderer with seal
CERTIFICATE

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING
FROM TAKING PART IN GOVT. TENDER BY / DAIRY DEVELOPMENT DIRECTORATE /GOVT. DEPT/GOVT. UNDERTAKING

(To be executed on the stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Director (s) of M/s ................................................... hereby declare that the firm/company namely M/s ................................................... has not been blacklisted or debarred in the past by Dairy Development Directorate or any other Government Depart. or Govt. Undertaking from taking part in Government tenders.

Or

I Authorized Signatory or (s) of M/s ................................................... hereby declare that the company namely M/s ................................................... was blacklisted or debarred by Directorate Dairy, or any other Government Department from taking part in Government tenders for a period of ............... years w.e.f. ................................. The period is over on ....................... and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o Dairy Development Directorate, Patna and EMD/SD shall be forfeited. In addition to the above O/o Dairy Development Directorate, Patna will not be responsible to pay the bills for any completed/ partially completed work.

Signature.................................................................

Name.................................................................

Capacity in which as signed: ........................................

Name & address of the firm: .................................................................

Dated: .................................................................

Signature of Bidder with seal.
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.

CERTIFICATE

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE
(Must be submitted to O/o Dairy Development Directorate, Patna on or before date of bid opening)

Ref: __________________________ Date: __________________________

To
Dairy Development Directorate, Dept. of Animal and Fisheries Resources
3rd Floor, Vikash Bhawan, Patna – 800015, Bihar

Dear Sir,

Ms. /Mr. __________________________ is hereby authorized to sign relevant documents on behalf of the agency for the tender for "Providing manpower services at Dairy Development Directorate - Patna". She/He is also authorized to attend meetings & submit technical & financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory

Representative Signature

Company Seal

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received)
Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we __________________________ (name of the company and address of the registered office) do hereby appoint and authorize Shri/Smt. ____________ (full name and residential address) who is presently employed with us holding the position of ________________ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the tender document by Dairy Development Directorate - Patna, including signing and submission of all the documents and providing information/responses to Dairy Development Directorate, Patna in all the matters in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this __________________ day of ____________________.

For ________________________________

(Signature) ________________________________

(Name Designation and Address) ________________________________

Accepted

Signature) ________________________________

(Name & Designation) ________________________________

Date: __________________

Business Address: __________________________
### Part – VI

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Designation</th>
<th>Educational Qualification</th>
<th>Nos</th>
<th>Nature of Job (Indicative Not Exhaustive)</th>
<th>Maximum consolidated Remuneration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clerk/Accountant</td>
<td>Qualification: Intermediate with Knowledge in MS Word and Excel</td>
<td>33</td>
<td>Accounting, Cash book, Ledger, Computerised Accounting, UC, Bank Reconciliation</td>
<td>Rs.20000/ including GST as applicable</td>
</tr>
<tr>
<td>2</td>
<td>Data Entry Operator</td>
<td>Qualification: Intermediate with One year Advance Diploma in Computer Application</td>
<td>25</td>
<td>Data Entry operator (hindi and English)</td>
<td>Rs.14000/ including GST as applicable</td>
</tr>
<tr>
<td>3</td>
<td>Dairy Field Officer</td>
<td>Qualification: BSc/BTech degree in Dairy Technology</td>
<td>41</td>
<td>Technical support in the field on Dairy</td>
<td>Rs.40000/ including GST as applicable</td>
</tr>
<tr>
<td>4</td>
<td>Office Attendent</td>
<td>Qualification: Matric</td>
<td>43</td>
<td>Office Attendent</td>
<td>Rs.10000/ including GST as applicable</td>
</tr>
</tbody>
</table>
### PROFORMA FOR FURNISHING TECHNICAL BID

(Please go through the terms and conditions before filling up this Proforma)

<table>
<thead>
<tr>
<th>Sl no.</th>
<th>Subject</th>
<th>Details</th>
<th>Pg.Nos. of Enclosures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name, Address &amp; Telephone No. of the Organisation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 2      | (a) Date of commencement of Business (please furnish proof in support of your statement)  
(b) Labour License No. & Date (Attach copy)       |         |                       |
<p>| 3      | Status of the Organization (i.e. Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under Societies Registration Act. etc.) |         |                       |
| 4      | Registration No. of the Organization (Please attach Certificate of Registration/ incorporation) |         |                       |
| 5      | Name of CEO/ Proprietor                                                  |         |                       |
| 6      | Name, designation and address including contact no. of the Contact Person |         |                       |
| 7      | Annual Turnover during the years 2016-17 ,2017-18 &amp; 2018-19 (attach copies of audited Profit Loss Account /Income &amp; Expenditure Statements and Balance sheet) |         |                       |
| 8      | GST No.                                                                  |         |                       |
| 9      | PAN No. (Attach copy)                                                    |         |                       |
| 10     | (a) Details of Contract(s) successfully completed which satisfies the provisions of Part II B of Tender Document. (Provide Name, Address and Annual Cost of Contract, details of Contact Person) (Attach copies of Contract(s) and Certificate of Satisfactory Completion of the Contract(s)) |         |                       |
|        | (b) No. of clients served in and around Patna on the date of submission of bid (Please enclose a comprehensive list with address and telephone no. of Contact Person) |         |                       |</p>
<table>
<thead>
<tr>
<th>(c)</th>
<th>Details of Central/ State Government Department/ Autonomous Body/ PSU served or being served by the bidder (attach copies of the orders)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Details of EMD (DD enclosed) (DD should be drawn in favour of Director, Dairy Development Directorate, Bihar, Patna payable at Patna)</td>
</tr>
<tr>
<td>12</td>
<td>(a) Manpower strength in own office (attach documentary proof in support) (b) No. of employees being provided to existing clients excluding unskilled staff (attach copy of ECR of last month in support)</td>
</tr>
<tr>
<td>13 (a)</td>
<td>Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees</td>
</tr>
<tr>
<td>(b)</td>
<td>PF Registration No. and Date (enclose a copy of relevant documents)</td>
</tr>
<tr>
<td>14 (a)</td>
<td>Whether registered with ESIC</td>
</tr>
<tr>
<td>(b)</td>
<td>Registration No. and Date (enclose a copy of relevant documents)</td>
</tr>
<tr>
<td>15</td>
<td>Whether the bidder adheres to the provisions of relevant rules and laws related to payment of minimum wages and social securities (Please note adherence to these orders/ Rules is mandatory)</td>
</tr>
<tr>
<td>16 (a)</td>
<td>Do you have an Accounts Manager &amp; a Payroll &amp; Accounts Department? (b) Do you offer a dedicated Accounts Manager to the client?</td>
</tr>
<tr>
<td>17</td>
<td>Whether you have any point of disagreement with the terms and conditions stipulated in the Tender Document? If yes, please specify and also indicate suggested solution. (if space is not sufficient, please attach separate sheet.)</td>
</tr>
<tr>
<td>17</td>
<td>Undertaking submitted on a stamp paper of Rs.100/- (Rupees One Hundred Only) as per format prescribed.</td>
</tr>
</tbody>
</table>
DECLARATION:

a) It is certified that the information furnished above is correct.

b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.

c) We understand that the decision of the Dairy Development Directorate, Patna to accept/ reject "the points of disagreements and proposed solution provided by us" would be final and binding.

d) The signatory to this bid is authorized to sign such bid on behalf of the organization.

Signature: ________________________________
Name: _________________________________
Designation: ____________________________
Annexure - II
[On a stamp paper of Rs. 100/-]

UNDERTAKING

To
Director,
Dairy Development Directorate, Dept. of Animal and Fisheries Resources
3rd Floor, Vikash Bhawan, Patna – 800015, Bihar

Name of the firm/ agency ____________________________

Name of the tender ____________________________ Due date: ________

Sir,
1. I/ We hereby agree to abide by all terms and conditions laid down in tender document.
2. 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.
3. I/ We abide by the all the provisions of minimum wages act, contract labour act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave 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.
4. I/ We shall provide trained and qualified contractual manpower.

(Signature of the Bidder) ____________

Name and address of the Bidder ____________________________

Telephone No. ____________________________
Annexure - IV

(CHECK-LIST FOR PRE-QUALIFICATION BID FOR PROVIDING PLACEMENT SERVICES IN THE OFFICE OF DAIRY DEVELOPMENT DIRECTORATE, PATNA)

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>DOCUMENTS ASKED FOR</th>
<th>PAGE NO. ON WHICH DOCUMENT IS PLACED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Security (EMD) of Rs. 500000/- (Rupees five lac only) in the form of Account Payee Demand Draft issued by any scheduled commercial bank in favour of &quot;Director, Dairy development Directorate, Bihar, Patna&quot; payable at Patna.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>One self-attested recent passport size photograph of the authorized person of the firm/ agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/ Partners also.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Undertaking on a Stamp Paper of Rs. 100/- (Rupees One Hundred Only) as per format prescribed in Annexure II</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Self-attested copy of valid Registration No. of the firm/ agency.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Self-attested copy of the GST No.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Self-attested copy of valid Provident Fund Registration No.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Self-attested copy of the valid ESI Registration No.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Proof of experience of last three financial years as specified in clause 10 of Annexure I.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Audited Financial Statements of last three years as</td>
<td></td>
</tr>
</tbody>
</table>
Annexure - III

Letter of undertaking
(ON THE LETTER HEAD OF THE BIDDER)

To,
Director,
Dairy Development Directorate, Dept. of Animal and Fisheries Resources
3rd Floor, Vikash Bhawan, Patna - 800015, Bihar

Sub: Tender Document for Selection of Agency for providing Manpower on Outsourcing basis at Dairy Development Directorate, Patna

Sir,

This bears reference to Dairy Development Directorate - Patna tender No. ______ dated ______. We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this tender Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on ______/____/2019 at (place) ______, and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Thanking you,

Date: ____________________________

Name of the Bidder: ____________________________

Authorized Signatory: ____________________________

Seal of the Organization ____________________________
a proof for three year Average Annual turnover

| 11 | Self-attested documentary proof in support of manpower strength in own office |
| 12 | Self-attested documentary proof in support of no. of employees being provided to existing clients. |
| 13 | Any other documents, if any. |

Annexure V

DETAILS OF SIMILAR WORKS EXECUTED

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the Work/Location</th>
<th>Name of the Client</th>
<th>Cost of the Work</th>
<th>Date of commencement</th>
<th>Date of completion</th>
<th>Litigation if any</th>
<th>Name of the officer whose reference can be taken</th>
<th>Remarks</th>
</tr>
</thead>
</table>

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

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PART VIII
PROFORMA FOR FURNISHING FINANCIAL BID

<table>
<thead>
<tr>
<th>SL NO.</th>
<th>PARTICULARS</th>
<th>AMOUNT IN % OF THE GROSS AMOUNT INCLUDING GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SERVICE CHARGES INCLUDING GST</td>
<td></td>
</tr>
</tbody>
</table>

The Bidder needs to quote only Service Charge in the form of percentage of gross bill including GST. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. The bidder quoting the least percentage will be declared successful. In case the service charges quoted is same then the Agency securing the maximum marks will be declared successful.

DECLARATION:

1. We understand that:
   i. The Break of the fixed salary will be decided in consultation WITH the Dairy Development directorate in each category.
   ii. The payment to the employees will be made as per rates prescribed by Govt. of Bihar as applicable from time to time under Minimum Wage Act and applicable statutory payments on account of Provident fund, Gratuity, ESI,.
   iii. Dairy Development Directorate, Patna reserves the right to cancel this Tender in case no satisfactory bid is received. In that case, it can re-tender the requirement.
   iv. Dairy Development Directorate, Patna can accept or reject any offer without assigning any reason whatsoever.
   v. The vendor awarded the contract shall not be allowed to withdraw or transfer the contract in the name of some other company or its principal. In case, it withdraws its offer, the E.M.D. will stand forfeited.

2. It is certified that the information furnished above is correct.
3. We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. A copy of the Tender Document with its each page signed, in token of acceptance of the terms and conditions, is enclosed.
4. Certified that I have carefully quoted the rates both in words and numerical/figures. In case of dispute, rates quoted in words shall be final.
5. Certified that I agree to all the terms and conditions of the tender document.
6. The rates quoted for Bidder Service Charges are escalation free and will remain fixed for the entire period of the contract.

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7. 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.

Signature: ______________________

Name: ______________________

Designation: ______________________

Seal of the Company: ______________________

Place ______________________

Date: ______________________

[Signature]

[Date: 23/11/2007]