



**BIHAR STATE ROAD TRANSPORT CORPORATION**  
(State Govt Undertaking)  
Parivahan Bhawan, Birchand Patel Path, Patna-1  
Phone No.0612-2226031



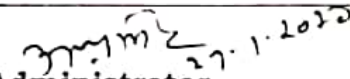
Tender No :- 289..... date 27.01.2020... of issue

**Notice Inviting Tender for Providing Manpower on Outsourcing Basis**

Sealed tenders are invited to supply manpower on outsourcing basis in Bihar State Road Transport Corporation, Patna Interested firm/co. can get detailed Bid document containing eligibility criteria, selection mechanism, other terms and conditions are available on the website: transport.bih.nic.in

**Schedule of Tender**

Activity/Event	Date and Time
Availability of Bid Document on website : transport.bih.nic.in	From 05.02.2020 onwards till 25.02.2020 at 03.30 pm at Parivahan Bhawan and website : transport.bih.nic.in
Pre-Bid meeting (Bihar State Road Transport Corporation)	On 11.02.2020 at 02.30 pm in the office of Bihar State Road Transport Corporation, Patna.
Last date for submitting of bids	25.02.2020 at 03.30 pm
Opening of technical bids	25.02.2020 at 04.00 pm
Date for opening of financial bid shall be fixed and intimated after evaluation of technical bids.	

  
27.1.2020  
**Administrator**  
**BSRTC, Patna**

**Bihar State Road Transport Corporation, Patna**

**Bihar, Patna**

**Bid Document**

**FOR**

**PROVIDING MANPOWER ON OUTSOURCING BASIS**

**AT**

**B.S.R.T.CORPORATION**

**Under Taking Government of Bihar, Patna**

## Table of Contents

<b>Disclaimer</b> .....	3
<b>Fact Sheet</b> .....	4
Background.....	5
Scope of Work .....	5
Responsibilities, Job Roles and Other Information related to Deployed Manpower:.....	6
Payment to the Personnel and Selected Agency: .....	7
General Instructions to the Bidders:.....	7
<b>Qualification Criteria:</b> .....	9
Penalty Clause.....	10
<b>Terms &amp; condition</b> .....	12
Technical Bid.....	15
Financial Bid.....	16
<b>Form &amp; Agreement</b> .....	<b>17</b>

### *Disclaimer*

The information contained in this Tender or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the BSRTC or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the BSRTC to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the BSRTC in relation to Selection of Agency for Supply of Man power on out sourcing basis in BSRTC. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and it is not possible for the BSRTC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender.

The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtains independent advice from appropriate sources.

The BSRTC its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process. The BSRTC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender.

The BSRTC reserves the right not to proceed with the selection process at any stage or to change the process or procedure to be applied in a fair and transparent manner. It also reserves the right to decline to discuss the process further with any party submitting a proposal/Bid. No reimbursement of the cost of any type shall be paid to persons, entities submitting a bid/proposal. The Issuing Authority shall not be responsible for any costs or expenses incurred by the bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites.

The BSRTC reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

### *Fact Sheet*

Particulars	Description
Method of selection	Bidding will be carried out under single stage two envelope (Technical and Price Bid) system. The method of selection is <b>Least Cost Method.(L1)</b>  All the bidders who will qualify in technical evaluation would be eligible for the next stage, i.e. Financial Bid opening.
Availability of RFP documents	To be available from 05.02.2020 onwards till 25.02.2020,3:30 PM at Parivhan Bhawan and website transport.bih.nic.in. All further communications and notifications shall be issued on the website of Transport department website.
Bid Document Fee (Non-refundable and Not exempted )	The bidder may also download the RFP documents from the website <a href="http://transport.bih.nic.in">transport.bih.nic.in</a> Tender fee of <b>Rs 10,000/-</b> (Rupees Ten Thousand only) as RFP document fees should be submitted as Demand Draft.  Without the Bid Document Amount the bid will be rejected.
Earnest Money Deposit (EMD)	<b>Rs. 1,00,000/- (Rupees One Lakh only) for driver conductor</b>  The EMD in the form of a NSC / Demand draft issued by a Nationalized / Scheduled Bank, in favour of Chief Account Officer, Bihar State Road Transport Corporation, payable at Patna before the last date and time of the submission of the bids.  The bidder must submit the original Demand draft for EMD within the stipulated bid submission due date & time to the under mention. <b>Chief Account Officer</b> Bihar State Road Transport Corporation (A Government of Bihar Undertaking) Parivahan Bhavan, Sultan Palace Patna, Pin:800001 <i>Note:</i> In case the Bidder to whom the contract is awarded backs out, the EMD of Rs <b>Rs. 1,00,000/- (Rupees One Lakh only)</b> /- of the Agency shall be forfeited.
Security/Performance Deposit	The Agency will be required to submit security/Performance Deposit of Rs 6,00,000/- (Rupees Six Lakh Only) in the form of Bank Guarantee/NSC(which will not accrue any interest) within one week from the Date of Notification of Award.
Last date for submission of written queries for clarifications	All the queries should be received on or before the prescribed date and time, through email only with subject line as follows: “Pre-Bid queries -<Bidder’s Name>”.  The queries should be submitted in an excel file as per the format prescribed in RFP. The Pre-Bid queries to be sent to the following Email Ids: Email ID: <a href="mailto:bsrtcreports@gmail.com">bsrtcreports@gmail.com</a>
Bid validity period	Proposal must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bid.
Last date & time and address for submission of Bid	<b>3:30 PM</b> 25.02.2020

Particulars	Description
Document	
Time and Date of opening of Pre-qualification Proposal	Sultan Palace, Transport Bhawan Patna, Pin-800001 4:00 PM on 25.02.2020
Place, Time and Date of opening of Technical proposals	To be notified
Place, Time and Date of Technical Presentations	To be notified
Place, Time and Date of opening of Financial proposals	To be notified
Language	Proposal should be submitted in English only.
Currency	INR only

## Background

**Bihar State Road Transport Corporation** or BSRTC is a state-owned road transportation company in Bihar. BSRTC was set up in 1959 under the provisions of Road Transport Corporation Act, 1950. It is wholly owned by the Government of Bihar. The vision of the BSRTC is to Provide to the people of Bihar a fully integrated pro-active transport system which would optimally meet the articulated as well as latent needs of mobility and passenger/freight transport for different strata of the society, with the guarantee of safe, reliable efficient and cost effective multi-model mix with competitive choices of alternatives infusing innovative, modern and appropriate technologies so as to avoid the conflict of providing higher levels of services.

## Scope of Work

BSRTC intends to hire an Outsourcing Firm which will provide the manpower for various positions as desired in the Bid Document. The details scope of the work has been provided below:

- The Agency will be required to provide required trained manpower to Bihar State Road Transport Corporation (BSRTC), Parivahan Bhawan, Patna to be deployed at different depots of BSRTC.
- The Empanelment period is of 3 Years and may be extendable up to one year based on the Satisfactory Performance of the same
- The tentative number of drivers/conductors required is 800 each which may increase/decrease as per the requirement.
- Initially, the Agency will be entrusted the Contract for a period of Three Years, extendable on mutually agreed Terms and Conditions.

- The various positions for which the manpower need to be supplied are as follows:
  - ✚ Driver (Skilled) for heavy passenger vehicle with valid license (HPV).
  - ✚ Conductor Semi Skilled

## **Responsibilities, Job Roles and Other Information related to Deployed**

### **Manpower:**

- The personnel provided will be deployed to perform duties as assigned to them anywhere in Bihar.
- Based on the requirement, the candidates recommended by the Agency for appointment will be shortlisted by BSRTC through a Screening Test/Interview. The decision of BSRTC will be final in this regard; Any personnel engaged after clearance of Interview/Screening Test will not found suitable need to be replaced by alternative personnel without any delay.
- The agency shall not assign, transfer, pledge or sub-contract the performance services without the prior written consent of BSRTC.
- The personnel shall be available for work on all days including Saturday and Sunday as per schedule; The duty hours may vary for long route /short route distance buses and the same can be informed in advance/during posting.
- The personnel provided by the Agency will be allowed 2 Days Paid Holiday's for each completed month which will lapse at the end of the month and not to be allowed to carry forward to the next month.
- The Agency's personnel shall not claim any benefit/compensation/absorption/regularization of services with BSRTC under provisions of Industrial Dispute Act, 1987 or Contract Labour (Regularization & Absorption) Act, 1970. Undertaking from the personnel to this effect will be required to be submitted by the Agency to BSRTC.
- The Agency shall ensure proper conduct of their personnel in Office Premises.
- The proper Uniform to the Driver's/ Conductors will be provided by the selected Agency; No request on this matter will be entertained by BSRTC.
- The ID Card to be provided by the selected Agency.
- The persons deployed by the Agency, shall be the payroll employees of the Agency it shall be the duty of Agency to pay their monthly remunerations on time. There will be no Master and Servant Relationship between the employees of the Agency and BSRTC.
- The character and the 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 BSRTC in the form of affidavit.
- In the event of the services of the Agency not found satisfactory, the Security/Performance Deposit shall be forfeited.
- The Agency shall ensure safe driving of the vehicles without disturbance to any other vehicle/public/the traffic jam etc. Agency shall be responsible for any accident, misconduct of drivers or damage to the vehicle.
- The liability of statutory requirements and Labour laws as applicable is the Responsibility of the Agency.
- 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.

## **Payment to the Personnel and Selected Agency:**

- The Agency shall submit pre-receipt Bill, in duplicate, on the first day of next month. BSRTC will, make monthly payments to Agency immediately.
- Payment of each month shall be released on submission of the following documents for the preceding month:
  - ✚ Details of the disbursement made to each personnel indication the amount of remuneration paid, amount deducted on account of statutory deductions such as ESI, EPF etc.
  - ✚ Proof of Statutory Obligations e.g. EPF/ESI etc. towards remittance of statutory dues with a certified list of contributors against the challan with descriptions of employees and employer's contribution and administrative charges.
- Statutory Deductions. i.e. TDS, GST etc. shall be made from the Payments to be made.
- Salary to its employees will be disbursed by the Agency before on 5<sup>th</sup> Day of each month through RTGS to each individual employee's Bank account.
- BSRTC 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, BSTC shall also not be responsible for any mishap during the course of duty or any liability on that Account.
- In case of any loss, theft, sabotage, etc. caused by or attributed to any of the personnel deployed by the Agency, BSRTC shall have the right to claim damages from the Agency.
- The Agency should has to provide the police verification certificate of Drivers /conductors who will be going to be engaged by Agency.
- Any damages to the vehicles of the concerned Corporation will be compensated/Born by the agency.
- The Agency will strictly comply with all related rules and regulations under the Statutory Labour Laws and will be liable for any type of cases under the Laws.

## **General Instructions to the Bidders:**

- The Bidders need to submit a Bid Document Fee (Non- refundable and Not exempted) of Rs. 10,000/- (Rupees Ten Thousand only) as RFP document fees should be submitted as Demand Draft.
- The EMD in the form of a Demand draft issued by a Nationalized / Scheduled Bank, in favour of Chief Account Officer, Bihar State Road Transport Corporation, payable at Patna before the last date and time of the submission of the bids.
- Private Limited, Partnership for Joint Venture will be Accepted.
- In case the Bidder to whom the contract is awarded backs out, the EMD of Rs 1,00,000/- of the Agency shall be forfeited.
- Bidding will be carried out under single two envelope (Technical and Financial Bid) system. Bidders will be evaluated under the L1 (Least Cost Method).
- If two or more bidders quoting the same price in the financial proposal, the Bidder scoring the maximum weight in the technical proposal will be determined as the successful bidder. In this process if the financial quote & subsequent technical weight remains same among the qualified bidder, then BSRTC will call for closed financial bid among the tie bidders to determine the successful bidder. This process may continue until BSRTC determines the successful bidder.



- The rates quoted should be inclusive of all taxes, duties, levies, charges F.O.R. destination etc. in the each pricing format given in chapter 5. No other expenses / charges will be reimbursed separately.
- No liability will be accepted by BSRTC for downloading incomplete documents. BSRTC reserves the right to accept or reject any or all proposals without incurring any obligations to the affected applicants of the grounds.
- The Agency will be required to submit security/Performance Deposit of Rs 6,00,000/- (Rupees Six Lakh Only) in the form of Bank Guarantee/NSC (which will not accrue any interest) within one week from the Date of Notification of Award.
- The bidder must submit the original Demand draft for EMD within the stipulated bid submission due date & time to the under mention.
- Without the Bid Document Amount and EMD Amount the bid will be rejected.
- The BSRTC 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.
- The BSRTC also reserves the right to terminate the Contract with a notice of 30 days to the Agency without assigning any reason.
- The awarded Agency, if so desire, can terminate the contract by giving 01 months' notice period.
- The Agency need to furnish an Indemnity Bond as per Performa Enclosed
- In the event of the services of the Agency not being found satisfactory, the Security/Performance Deposit shall be forfeited.
- The Bids must contain the information as required in the format prescribed (Chapter 4). The Bids which do not contain any the Information as desired and are not supported by necessary documents will not be considered for Evaluation.
- The Rates are to be quoted in the prescribed Format. ( Chapter-5)
- Overwriting or erasing in the Bid Documents shall be render the same invalid. If unavoidable, all cuttings/overwriting's should be arrested by the authorized signatory.
- In case of any difference in figures and words, the amount whichever is lower would be prevail.
- The Bids shall be valid for a period of not less than 180 days after the deadline for submission of Bids.
- BSRTC reserves the right to reject any or all tenders without assigning any reason and the decision of the Institute shall be final and binding.
- All unresolved disputes shall be subjected to jurisdiction of Patna Court.
- The Chief Administrator of BSRTC may at any time by Notice in writing summarily terminate the contract without compensation to the contractor if the contractor commits any breach of the contract
- Decision of Administrator, BSRTC Corporation Parivahan Bhavan, Patna will be final.

## Qualification Criteria:

The bidder's Qualification bid will be evaluated as per the following criteria:

SL no.	Parameter	Pre-qualification criteria description	Evidence required
1	<b>Legal Entity</b>	<p>Bidder should be -</p> <ul style="list-style-type: none"> <li>Proprietorship firm Partnership firm, or joint Venture firm</li> <li>Registered with the Shop establishment Labour Department, GST Authorities in India</li> <li>Should have been operating for the last 3(Three years) as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions).</li> <li>Bidder should be a single legal entity</li> </ul>	<ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation</li> <li>Copy of Registration Certificates with the GST Authorities</li> <li>Copy of PAN Card</li> <li>Shop establishment</li> <li>Labor Registration</li> <li>PPF Registration</li> <li>ESI Registration</li> </ul>
2	<b>Annual Turnover</b>	<p>The Bidder should have an average turnover of <b>INR 5 (Five) crores over the last 3 financial years (FY 2018-19, 2017-18, 2016-17 )</b></p> <p>Out of the Total Annual Turnover Rs 2.5 crore (Two Crore fifty) Lakh only per year should come from Human Resources Supply. The Human Resources Turnover also includes Rs 25 Lakh (Rupees Twenty Five Lakh Only) per year turnover in Govt. Sector/Govt. Undertaking.</p>	<ul style="list-style-type: none"> <li>Audited financial statements for the last three financial years.</li> <li>Certificate from the Statutory Auditor/Chartered Accountant</li> </ul>
3	<b>Blacklisting</b>	<p>The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.</p>	<p>Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.</p>
4	<b>Years of Experience</b>	<p>The Bidder Firm/Agency/Company must have an Experience of at least 3 (Three Years) of Providing more than 300 Driver/Conductor Manpower Services to Govt. Departments/Govt. Organizations/Public sector Undertaking/Autonomous Bodies/Corporate Sector etc.</p>	<p>Copy of work order /Completion Certificates from the client/Satisfactory Services from Client</p>
5	<b>Dedicated manpower</b>	<p>Agency/Firm/Company should have office in Patna and at least minimum 3 Dedicated Staffs and a Manager to handle this assignment.</p>	<p>Letter from HR of the Agency</p>

SL no.	Parameter	Pre-qualification criteria description	Evidence required
6	<b>Statutory Registrations</b>	The Agency must have registered with ESI, Provident Fund, Service Tax and Labour Department and must be in possessions of Permanent Account Number (PAN)	Proof of all the Statutory Evidence as mentioned
7	<b>Profitability and Net worth</b>	<ul style="list-style-type: none"> <li>Bidder should be profit making in preceding last three Financial Years and there should not be any negative net profit as on 31st March 2019</li> <li>The Bidder should have a positive net worth for the financial year preceding the bid due date</li> </ul> <p>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<ul style="list-style-type: none"> <li>Audited financial statements for the last three financial years.</li> <li>Certificate from the Statutory Auditor/Chartered Accountant.</li> </ul>
8	<b>Declaration</b>	The bidders should give a declaration that they will adhere to all the terms & conditions as mentioned in the tender document.	Self-Declaration on Company's letter head
9	<b>RFP Fee and Bid Security/ EMD</b>	The Bidder should furnish, as part of its proposal: Should have made a payment of INR 10,000/- (Rs Ten thousand only) (non-refundable) for the cost of RFP/ Tender Fee. EMD of INR 1,00,000/- (INR One Lakh only)	Documentary evidence

## Penalty Clause

- 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 Three days, an amount of Rs. 500 per day per vacancy may be deducted from the amount payable to the Agency.

## Chapter – 2

### QUALIFYING CRITERIA

1. Only registered and bona-fide Service Providers/Agencies having experience of at least 3 years (Three Years) of providing Drivers and conductors service to the Government Departments/Govt. Organizations/Public Sector Undertaking/Autonomous Bodies/Corporate Sector. etc. with a minimum annual turnover of Rs. 5 Crore (Rupees Five Crore only) during the last 03 years need apply.
2. While submitting the tender, the intending tenders shall have to furnish proof of experience, financial standing, turnover, GST Tax documents for the last three years and documents pertaining to any other Tax as applicable.
3. The tenders shall have to furnish proof of having rendered satisfactory services during the last three years. List of past and present clients to be attached.
4. A Service Provider/Agency having any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Limited Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible. A declaration in this regard has to be submitted along with the tender as affidavit.
5. The Agency must be registered with the ESI, Provident Fund and Service Tax Departments and must be in possession of Permanent Account Number (PAN). The documentary proof of registration should be attached.
6. The tenders without any of the relevant documents and earnest money of Rs. 1,000,00/- will be summarily rejected.
7. The demand draft for Rs. 10,000/- 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, Parivahan Bhavan, Patna. The tentative number of drivers/conductors required is 800 each which may increase/decrease as per the requirement.
2. The order regarding reservation/roster contained in the resolution of the General Administration Department, Government of Bihar, issued vide memo no. 13876 dated 03.11.2017 shall be followed in totality by the Agency in providing manpower on out sourcing.
3. The personnel provided will be required to perform duties as assigned to them by Bihar State Road Transport Corporation, Parivahan Bhavan, Patna any where in Bihar.
4. Based on the requirement, the candidate recommended by the Agency for appointment will be shortlisted by Bihar State Road Transport Corporation, Parivahan Bhavan, Patna through a screening test/interview and decision of the Bihar State Road Transport Corporation, Parivahan Bhavan, 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.
5. 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 Three days, an amount of Rs. 500 per day per vacancy may be deducted from the amount payable to the Agency.
6. The Agency shall not assign transfer, pledge or sub contract the performance of services without the prior written consent of the Institute.
7. The personnel shall be available for work on all days as per schedule of Bus operation on different route. The duty hours may vary for long route/short route distance buses and the same can be informed in advance during posting. Here it is to specify that schedule means the time starting from Driver/conductor receiving log sheet of Bus and depositing the log sheet after completion on completion trips in a day.
8. The Agency's personnel shall not claim any benefit/ compensation/ absorption/ regularization of services with Bihar State Road Transport Corporation, Parivahan Bhavan, 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, Parivahan Bhavan, Patna.

9. The Agency shall ensure proper conduct of their personnel in office premises.
10. 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 sState Road Transport Corporation, Parivahan Bhavan, Patna.
11. The character and antecedents of each personnel of the Agency have to 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, Parivahan Bhavan, Patna in the form of an Affidavit.
12. The personnel provided by the Agency will be allowed 02 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.
13. The Agency shall submit pre-receipted bill, in duplicate, on the first day of next month. Bihar State Road Transport Corporation, Parivahan Bhavan, Patna will make monthly payments to the Agency immediately.
14. The Agency will be required to furnish an Indemnity Bond/ as per Performa attached.
15. 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.
16. Statutory deductions, such as TDS, etc. shall be made from the payments to be made.
17. Salary to its employees will be disbursed by the Agency on 15<sup>th</sup> day of each month in the premises of Bihar State Road Transport Corporation, Parivahan Bhavan, Patna.
18. Initially, the Agency will be entrusted the contract for a period of Three years, extendable on mutually agreed terms and conditions.
19. The Bihar State Road Transport Corporation, Parivahan Bhavan, 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.
20. The Bihar State Road Transport Corporation, Parivahan Bhavan, 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.
21. The bidder will be required to deposit Earnest Money of Rs. 1,00,000/- (Rupees One Lakh only) in the form of DD in favour of Chief Account Officer, Bihar State Road

Transport Corporation, Parivahan Bhavan, 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. 1,00,000/- shall be summarily rejected.

22. The demand draft for Rs. 10,000/- towards cost of Bid Document should be attached with Technical Bid. The bid without cost of bid document will be rejected.
23. In case the bidder to whom contract is awarded backs out, the EMD of Rs. 1,00,000/- of the Agency shall be forfeited.
24. The Agency will be required to submit security/ Performance deposit of Rs. 6,00,000/- (Rupees Six Lakh Only) in the form of Bank Guarantee or (which will not accrue any interest) within one week from the date of Notification of Award. The Bank Guarantee shall remain valid up to 6 months beyond the date of expiry of contract.
25. In the event of the services of the Agency not being found satisfactory, the Security/Performance Deposit shall be forfeited.
26. Bihar State Road Transport Corporation, Parivahan Bhavan, 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, Parivahan Bhavan, Patna shall also not be responsible for any mishap during the course of duty or any liability on that account.
27. 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, Parivahan Bhavan, Patna shall have the right to claim damages from the Agency.
28. 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.
29. 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 its 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 here to and refer the dispute to him for Arbitration. The award delivered by the Arbitrator shall be binding and acceptable to both the parties.

30. All unresolved dispute shall be jurisdiction of Patna Court.

**Chapter-4**  
**TECHNICAL BID**

S. NO.	PARTICULARS	DETAILS																						
1	Name of the Agency along with the Address, Tel No., Fax No. , Email Details																							
2	Name and Designation of the Contact Details																							
3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl no.</th> <th style="text-align: center;">Details</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Registration No.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>GST No.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Experience Certificate</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Litigation Details</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Service Tax Code</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Service Tax Reg. No.</td> </tr> <tr> <td style="text-align: center;">7</td> <td>EPF Registration No.</td> </tr> <tr> <td style="text-align: center;">8</td> <td>ESI Registration No.</td> </tr> <tr> <td style="text-align: center;">9</td> <td>IT Return for Last Three FY</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Turnover Details of Last Three FY</td> </tr> </tbody> </table>	Sl no.	Details	1	Registration No.	2	GST No.	3	Experience Certificate	4	Litigation Details	5	Service Tax Code	6	Service Tax Reg. No.	7	EPF Registration No.	8	ESI Registration No.	9	IT Return for Last Three FY	10	Turnover Details of Last Three FY	
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4	<p>Details of Manpower ( Category wise) The same includes the Total Strength, Qualifications, and Length of Average Services etc.)</p> <p>Use Separate Sheet, if required</p>																							
5	Name of the Banker with Address, Tel. No. and Contact Person Details																							



**Chapter-5**  
**FINANCIAL BID**

Name of the Agency:

Address of the Agency:

Tel No. of the Agency:

**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.**

<b>S. No.</b>	<b>Position</b>	<b>Wages (A)</b>	<b>EPF (B)</b>	<b>ESI (C)</b>	<b>Total (D=A+B+C)</b>	<b>GST</b>	<b>Service Charge</b>	<b>Total Amt. to be paid by Dept.(Exclusive of GST)</b>
1	Driver (Skilled) (HMV)							
2	Conductor (Semi Skilled)							

**Any Other Charges details has to Specify, if any column is vacant and not written will be treated as nil.**

Chapter-6

**FORM OF AGREEMENT**  
**MASTER SERVICE AGREEMENT**

**For**

**“Providing Manpower on Outsourcing Basis to Bihar State Road Transport Corporation.”**

Hereinafter referred to as “**Agreement**” is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**BY AND BETWEEN**

**Bihar State Road Transport Corporation**

a company incorporated under the Companies Act, 1956, having its registered office at Parivahan Bhawan, Sultan palace, Patna, Bihar, Pin Code-800001, hereinafter referred to as "**BSRTC**" (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the **FIRST PART**;

AND

M/s <>

a company registered under the <> having its registered office at <>. (Hereinafter called “<>” which expression shall unless repugnant to the context thereof include his successors and assigns) of the **SECOND PART**;

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of the 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 of 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, Parivahan Bhavan, Patna to the Agency as hereafter mentioned, the Agency hereby conveys with Bihar State Road Transport Corporation, Parivahan Bhavan, 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, Parivahan Bhavan, 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.

**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 Authorized Signatory)

With Seal

Name:

Designation:

**Checklist for Enclosure:**

- i. Photocopies of Documents mentioned at S. No. 3
- ii. No Litigation Certificate
- iii. Satisfactory Service Certificate from Previous/Present Client
- iv. Demand Draft of Rs 1,00,000/- as EMD
- v. Demand Draft of Rs 10,000/- towards Bid Document
- vi. List of Previous/Existing Clients
- vii. Proof of Rendering Satisfactory Services