

बिहार सरकार
उद्योग विभाग
(उपेन्द्र महारथी शिल्प अनुसंधान संस्थान, पटना)

पत्रांक 284 / पटना, दिनांक 20/03/2023

प्रेषक,

निदेशक,
हस्तकरघा एवं रेशम निदेशालय
—सह—
उपेन्द्र महारथी शिल्प अनुसंधान संस्थान,
पटना।

सेवा में,

निदेशक,
सूचना एवं जनसम्पर्क विभाग,
बिहार, पटना।

विषय:— सूचना (विज्ञापन) प्रकाशित करने के संबंध में।

महाशय,

उपेन्द्र महारथी शिल्प अनुसंधान संस्थान, पटना में मानवबल आपूर्तिकर्ता हेतु एजेन्सी का चयन किया जाना है। जिसे चयन करने हेतु eproc2.bihar.gov.in पर निविदा आमंत्रित किया जाना है।

उक्त के आलोक में इस पत्र के साथ संलग्न सूचना बिहार राज्य के प्रमुख समाचार पत्रों में प्रकाशित कराने हेतु आवश्यक कारवाई करने की कृपा की जाए।

अनु०—सूचना (विज्ञापन) की छायाप्रति संलग्न।

विश्वासभाजन
20/3/23

निदेशक,
हस्तकरघा एवं रेशम निदेशालय
—सह—

उपेन्द्र महारथी शिल्प अनुसंधान संस्थान,
पटना।

REQUEST FOR PROPOSAL

FOR

**Selection of Manpower Agency for providing Security Guards & Ancillary
Services Personnel**

at

Upendra Maharathi Shilp Anusandhan Sansthan, Patna, Bihar

Tender Notice No.: 284..... Patna, Dated: 20/03/2025

Upendra Maharathi Shilp Anusandhan Sansthan, Patna

Patliputra Industrial Area, Patna-800013

Phone No. 0612-2262482, Email id: uminstitute@gmail.com

Website: www.umsas.org.in

March 2025

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UMSAS may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

UMSAS may also withdraw or cancel the RFP at any time without assigning any reasons thereof. UMSAS reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever. UMSAS reserve a right to call for any document in supporting of documents submitted by applicants

The issue of this RFP does not imply that UMSAS is bound to select Applicant or to appoint the Successful Applicant, as the case may be. UMSAS reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UMSAS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and UMSAS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

TENDER NOTICE

**Reference for proposal for selection of Security Agency/Company for providing
Manpower and Ancillary Services Personnel at UMSAS, Patna**

**Upendra Maharathi Shilp Anusandhan Sansthan
Patliputra Industrial Area, Patna, Bihar-800013
Phone No. 0612-2262482, Email id: uminstitute@gmail.com
Website: www.umsas.org.in**

Tender Notice No.			
Tenders are invited from eligible applicant for ' Selection of Manpower Agency for providing Manpower and Ancillary Services Personnel in UMSAS, Patna, Bihar ' through eproc2.bihar.gov.in.			
EMD	Cost of Tender Document	Last Date of Receiving bid	Date of opening of bid
Rs. 85,000.00	Rs.5,000.00	31/03/2025, 17:00PM	01/04/2025, 11:00AM

The tender document can be downloaded from “Tenders” on the website **eproc2.bihar.gov.in** and www.umsas.org.in . Any subsequent notification, changes and amendments shall be posted only on the aforesaid websites.

The bidding will be conducted in accordance with Bidding Procedure, based on the evaluation and qualification criteria as per details mentioned in the RFP.

Director

Upendra Maharathi Shilp Anusandhan Sansthan, Patna.

SECTION 1: Instructions to Bidders (ITB)

1.1 Background

1.1.1 Upendra Maharathi Shilp Anusandhan Sansthan is registered under society act 21, 1860 in year 2016. It was established in 1956 by Department of Industries, Government of Bihar.

1.1.2. The organization campus has been developed over a contiguous land of approx. 5 acre approx., at Patliputra Industrial Area, Patna Bihar. The campus area has training centers for in 18 crafts, Hostel, Centralised Store, Common Facility Center, Administrative Offices, Handicraft Museum, Patna Haat, parking facility for more than 50 cars and space for cultural and social functions. Organization also operated sales outlets at various locations of Bihar and Delhi- Ambapali Bihar Emporium, Delhi, Ambapali Bihar Emporium, Patna, Sales outlet at Khadi Mall, Patna, Handicraft Souvenir Shop, Rajgir/Bodhgaya.

NOTES:

Note-1: Applicant shall submit proposal through **eproc2.bihar.gov.in** along with requisite information and documents.

Note-2: Applicant shall submit only one proposal under this RFP.

Note-3: The selection shall be done on **L1 price** quoted by the applicants for said services.

Note-4: In case of any concerns or difference of opinion regarding any security measures, decision of UMSAS, Govt. of Bihar, shall be final and binding.

1.4. Scope of work:

(a) UMSAS including its sales outlets is covered under this RFP and its various infrastructure & articles.

(b) Total requirement of security personnel & ancillary staffs may increase/decrease as per UMSAS requirement.

(c) Requirement chart for security and ancillary Personnel is as mentioned below:-

S.No.	Post	Total No. of required Persons (Male/female)	Minimum qualification/ Experience
1.	Supervisor	01	Graduation in any field from a recognised university and a minimum of 3 years of relevant work

			experience.
2.	Armed Security Guard	05	
3.	Trained Security Guard	11	
4.	Electrician	01	ITI diploma in electrician and related trade with a minimum of 3 year experience in relevant field
5.	Computer Operator	01	Minimum Intermediate Pass & DCA/Equivalent with a minimum of 3 year experience in relevant field (English typing 30 WPM and Hindi typing 25 WPM)
6.	Cleaning Staff cum sweeper (Including cleaning materials and equipment-Phenyl, Disinfectant, Wiper, Moper , Broomsticks etc)	12	
7.	Gardener	02	
8.	Sales Executive	05	
Total		38	

Note: Experience will be considered for relevant area of work only.

1.5 Invitation of Tender –

Director, UMSAS, Patna, hereby invites Online Tenders in the prescribed online format for selection of Security Agency/Company for providing Manpower Services to UMSAS, PATNA, from the reputed and experienced Agencies/Companies who are operating for last 5 years in human resources fulfillment and providing security guards in Government Dept./PSU The details of bids are as follows;

Tender Notice No.	
Name of the work	Security Guard and Ancillary Services at (Upendra Maharathi Shilp Anusandhan Sansthan , “UMSAS”), PATNA

Tender availability	Online mode through eproc2.bihar.gov.in
Earnest Money Deposit	Rs. 85,000/- (Rs. Eighty Five Thousand Only) via online mode through eproc2.bihar.gov.in
Validity of the Tender	From date of advertisement to Last Date of Submission
Last date & time of Submission of tender	31/03/2025 before 17:00
Opening of tender	01/04/2025, at 11:00AM in the chamber of Director, Upendra Maharathi Shilp Anusandhan Sansthan , Patna.

Note -

- UMSAS, Patna will not be responsible for loss and delay.
- Right to accept or reject any or all the offers without assigning any reason whatsoever is reserved by the Director, UMSAS, Patna.
- Tender Document is not transferable.

1.5.1 Terms and Conditions of Contract -

The personnel of the agency/company have to carry out the following responsibilities.

(A) For security Personnel:

- Exercising strict vigilance for protecting the property and assets from damage, loss, destruction and theft.
- Ensuring proper flow of visitors and preventing unauthorized entry in the depot/office premises.
- Round the clock patrolling of the scheduled specified area.
- Ensuring and recording essential details of incoming and outgoing goods separately.
- For Supervisor: To handle all security guard and ancillary Staffs for the security and sanitation purposes and other related works.
- The security and ancillary personnel of the security agency/company must be fully equipped with proper uniform including summer, winter and rainy season kits, lathies, whistle, torch,

(B)For Cleaning Personnel & Housekeeping

- Exercising strict cleanliness for maintaining the hygiene in the building areas.
- Ensuring proper cleanliness of visitors' area and toilet area.
- Round the clock cleaning of the specified area.
- Ensure the cleaning before the visitor's timing, during visitor's hours and post visitor's hours. (As per Mall opening timing)

- (e) Cleaning materials and equipment for cleaning, sales representative uniforms, coats etc. should be provided by the Agency.

NOTE: - The bid must include the costing of cleaning materials and tools/equipments required for the mentioned purposes.

1.5.2 Other Term & Conditions

- (a) The agency/company will have to abide by all the provisions of all applicable statutes including labour, taxation and other law applicable to its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulation, Notification, Circulars issued from time to time by Govt. The agency/company shall provide an undertaking to this effect prior to the commencement of the job and indemnify UMSAS, Patna against any breach of statutes/laws etc.
- (b) The rate will be for a period of **24 months** from the date of commencement of the contract.
- (c) The security agency/company will ensure that its staff will not divulge/share any information or other matter relating to the affairs of UMSAS.
- (d) The security agency/company will ensure that all its personnel are physically fit and mentally sound. The minimum age of security personnel should be 22 (Twenty Two) years and the maximum age of security personnel should not be more than 45 (Forty Five) years.
- (e) The security agency/company will ensure that its personnel are properly trained to carry out their duties.
- (f) All security personnel of the agency/company must carry a proper photo identity card nameplate during duty hours.
- (g) In case of negligence, dereliction of duty, disorderly behaviour, other misconduct by security personnel of the agency/company, the agency/company will take proper disciplinary action against such personnel.
- (h) The agency/company will raise monthly bills at the beginning of each month for the duties performed in the previous month.
- (i) **The agency/company shall ensure the timely disbursement of wages to its personnel. Additionally, the agency is required to continue paying wages for up to three months, even if payment from UMSAS is delayed or not yet released.**
- (j) The agency/company will provide additional manpower within a reasonable time, not exceeding one month, if so required on the written requisition of UMSAS, Patna at the approved rates and terms and conditions.

- (k) The agency/company will execute the jobs undertaken directly through the assignment and not through sub-contracting.
- (l) UMSAS, Patna is not bound to accept the lowest or any tender without assigning any reason thereof.
- (m) UMSAS, Patna reserves the right to accept or reject any tender without assigning any reason whatsoever and the decision of UMSAS, Patna in awarding the work shall be final and cannot be subject to arbitration.
- (n) UMSAS, Patna has the right to increase or decrease the manpower deployment after giving one-month notice in writing.

Mandatory Compliances:-

Compliance with Minimum Wages Act

- The service provider must ensure that all deployed manpower is paid at least the minimum wages as per the latest notification by the Government of Bihar.
- Wages must be revised as per government updates without delay.
- Payment to workers must be made on time and through bank transfer to ensure transparency.

Employee State Insurance (ESI) Compliance

- The service provider must register all eligible employees under the Employee State Insurance Corporation (ESIC).
- ESIC benefits, such as medical coverage and disability benefits, must be provided to all eligible employees.

Provident Fund (PF) Compliance

- All eligible employees must be covered under the Employees' Provident Fund (EPF) scheme as per the EPFO guidelines.
- Monthly PF deductions must be deposited on time to avoid penalties.

Legal Compliance & Documentation

- The service provider must comply with all applicable labor laws, including the Contract Labour (Regulation & Abolition) Act, 1970.
- Monthly proof of wage payment and ESIC/PF contributions must be provided to the client.

Penalty for Non-Compliance

- Any failure to comply with the above provisions will lead to penalties and possible contract termination.

- The service provider shall be liable for any legal action arising due to non-compliance with labor laws.

1.5.3 Other details to be provided by the bidder:

- (a) Constitution of the organization whether the organization is Public Limited Company, Private Limited Company, and Proprietorship Firm may be indicated.
- (b) Names and Addresses of Director/Partners/Proprietors to be provided.
- (c) In case of company, provide a copy of the Articles and Memorandum of Association and in case of Partnership Firm, provide a copy of partnership deed.
- (d) A copy of the latest income tax declaration certificate to be provided.
- (e) A copy of the income tax permanent account number must be provided.
- (f) Furnish the brief profile of former commissioned officers of the Defence forces/Former Gazette Officers of the Police or other Para Military Forces working in the agency/company indicating name, last rank held in Defence/Police/Para Military Services and their present job assignment in the agency/company.
- (g) Index sheet must be prepared and attached accordingly.
- (h) Technical Bid and financial bid format are attached as T-1 & F-1. The same format will be furnished and enclosed online for UMSAS ready reference.
- (i) The selection of nominated candidates will be done through interview by the UMSAS and the final decisions will be of UMSAS regarding the candidate's selections. The selected agency shall arrange the interview of all the candidates at UMSAS office.

1.5.4 Compensation Package:

- (a) In the event of failure/inability to provide security personnel as per deployment plan/requirement, UMSAS may deduct up to 5% of the monthly invoice value of the wages apart from deduction of daily wages for each day of absence of the number of security personnel.
- (b) In even after taking all necessary precautions any loss, damage, theft of property belonging to UMSAS and its employees taken place within the specified area, it will be construed the such mishap has taken place due to negligence on part of the agency/company and it shall be liable to compensate for 100% of the damage/loss theft.

1.6. Eligibility Criteria:

The agency/company must full-fill the following criteria failing which their offer will be liable to be summarily rejected:-

#	Eligibility Criteria	Documents required for Evaluation
I	The applicant should be Proprietary firm/Company/Corporate Body/Society/Trust having its active operating office in Bihar.	<ol style="list-style-type: none">1. Pan of the Entity and2. Registration Document of the Proprietorship/Firm Registration Certificate from Registrar of Firm/In Case of Co or LLP- Certificate of Incorporation issued by MCA or ROC/In case of Society or Trust- Certificate of Registration and by Laws3. Proof of operating active office in Bihar
II	Minimum Experience of 5 Years in supply of Manpower or Providing House Keeping in Govt./PSU/Corporates Semi Govt. undertaking as on tender submission date	<ol style="list-style-type: none">1. Experience Certificate –Work Orders2. Invoice Copies of the Same Orders3. Payment Receipts –Proof of Payment Received-If paid4. Work Closure Certificate-if applicable5. Contract Agreement of the Running Contract
III	Minimum 04 work orders in last 5 years for supply of Manpower out of which one should demonstrate that the vendor is supplying at least 50 Manpower every month in any one single contract.	<ol style="list-style-type: none">1. Experience Certificate –Work Orders2. Invoice Copies of the Same Orders3. Payment Receipts –Proof of Payment Received-If paid4. Work Closure Certificate-if any5. Contract Agreement of the Running Contract
IV	The applicant should have at least 3 (three) running contracts, the annual value of which must not be less than Rs. 40 lacs for each contract.	<ol style="list-style-type: none">1. Copy of Agreement of running contract2. Copy of work order of running contract and3. Self –attested details of running contracts in a tabular form on the letter head of the bidder.
V	Performance Certificate/ Work Completion Certificate rendered by client/clients for having completed such work of at least totaling to Rs 2 Crore or more in Last 5 Years.	<ol style="list-style-type: none">1. Copy of Agreement of completed contract2. Copy of work order of completed contract3. Performance certificate of completed Contracts or work orders And4. Self –attested details of all relevant orders in a tabular form on the letter head of the applicant.

#	Eligibility Criteria	Documents required for Evaluation
VI	Average Annual Turnover of last three financial years should be minimum Rs.2 Crore (Cumulative total Turnover of three years should be minimum Rs. 6 Crore)	1. CA Certified Audit Reports
VII	Non-Blacklisted Document(Y/N)	1. Affidavit for the same
VIII	GST Registration Document (Y/N)	1. GST Registration Certificate
IX	EPF Registration (Y/N)	1. EPF Registration Certificate
XI	ESI Registration (Y/N)	1. ESI Registration Certificate
XIII	Current Labour License	1. Table of all the current Labour Licenses 2. Self-Attested copy of all Labour Licenses issued by any of the State Labour Department clearly highlighting the no of labour allowed in the licenses.
XIV	No Case pending with Police against the proprietor/ Firm/ Partners/ Directors or Co.	1. Self-declaration on the letter head of the entity.
XV	The Security agency/company must have a proper license (Private Security Agencies Regulation Act, 2005-PSARA) required for security agency.	1. Copy of License issued by the Govt. Dept. clearly highlighting the validity of the License.

1.6.1. TECHNICAL EVALUATION CRITERIA

Sl. No.	Criteria		Maximum Technical Score
1	Number of Years of establishment of firm	1-5 Years 6-10 Years More than 10 years	05 10 15
2	Turnover in last 3 Years(FY)	6-9 Cr. 9-12 Cr. >12 Cr.	05 10 15
3	Work completion in last 5 Years(FY)	5-7.5 Cr. 7.5-10 Cr. >10 Cr.	05 10 15
4	Working Contract (Annual Value)	50 lacs to 1 Cr. 1 Cr. 1.5 Cr. >1.5 Cr.	05 10 15
5	Training Infrastructure (Training labs/display areas, simulation ground, tools handlings, emergency response etc)		10
TOTAL MARKS			70

'Minimum Technical Score' for required for opening Financial Bid – **50 marks**

1.7 Earnest Money Deposit (EMD):

1.7.1 Proposal should necessarily be accompanied by **an Earnest Money Deposit for an amount of Rs. 85,000/-** (Indian Rupees Eighty Five Thousand only).

1.7.2 EMD will not bear any interest payable by the Authority to the successful Applicant

1.7.3 EMD of successful Applicant shall be retained by the Authority till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be

returned after expiry of the final proposal/bid validity and latest on or before the 90th day after the award of the contract.

- 1.7.4 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:
- a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
 - b) if the successful Applicant fails to execute the Work Agreement within the stipulated time.

1.8 Security Deposit:

- 1.8.1 Successful Applicant shall submit **Security Deposit (SD) Equivalent to 5 % of Contract Value** by successful Applicant for the Work term. Security Deposit (SD) shall be submitted through Demand Draft/Banker's Cheque / Bank Guarantee in the name of UMSAS to the bank account as per bank details provided in the LOI. Security Deposit should remain valid for a period of Ninety (90) days beyond the date of expiry of Work period.
- 1.8.2 Security Deposit to be submitted by the Applicant before signing of agreement. Security Deposit shall not bear any interest payable by the UMSAS to the successful Applicant/lessee. EMD will be refunded to the successful bidder on receipt of Security Deposit.
- 1.8.3 Exiting from agreement after payment of Security Deposit even without providing manpower shall lead to forfeiture of Security Deposit and all other payments made.
- 1.8.4 In case the agency causes any physical damages to the property of the UMSAS or has any undue practices, the UMSAS shall have discretionary rights to execute the repair of damages and recover the amount from the lessee or adjust the equivalent amount from the submitted Security Deposit.

SECTION -2-TENDERING PROCEDURE

Evaluation, Award and Signing of Agreement

2.1 Overview of Selection Process:

- 2.1.1 The proposals received for '**Selection of Security Agency/Company for providing Manpower& Ancillary Services Personnel**' shall be evaluated according to eligibility criteria and financial proposal of eligible applicant; and the work order shall be allotted to eligible applicants solely on the basis of **lowest quotation (L1 basis)** as per financial proposal of eligible applicant.

- 2.1.2 Bids will be opened on web portal eproc2.bihar.gov.in by Bid Opening Committee on the scheduled date & time.
- 2.1.3 **Short listing of eligible applicants** will be done based on receipt of requisite forms, documents and EMD as per pre-qualification. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.
- 2.1.4 **Financial Proposal of eligible applicants only** shall be opened. Eligible applicants shall be ranked as per lowest rates quoted
- 2.1.5 Applicant having lowest financial proposal (Manpower cost per head per shift per month, as per attached financial bid sheet) shall be identified as successful applicant.
- 2.1.6 From the time the proposal is opened till the time applicant is invited for allocation / allotment (shall be communicated through LOI / notice by the Authority), the applicant should not contact Authority on any matter. **Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the applicant's proposal.**
- 2.1.7 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.
- 2.1.8 At the time of prequalification evaluation of tender, evaluation committee may ask for any documents (submitted or not submitted) for ascertaining eligibility of the bidder if it is required to fit in public interest. However, only those documents will be considered for evaluation which is issued on or before the last date of submission of tender.

2.2 Evaluation for eligibility:

- 2.2.1 Evaluation of Eligibility of the Applicant
- a) Documents would be checked for adherence with the prescribed criteria.
 - b) By submission of the proposal, it is deemed that the applicant has accepted all the terms and conditions as prescribed in this RFP.
- 2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFP by evaluating the criteria and documents received. A proposal shall be considered responsive only if
- a) It is received within Due Date including any extension thereof;
 - b) It is accompanied by the EMD in accordance with the proposal document;
 - c) It is signed, sealed, bound and marked (tender title, name of applicant and submission address) as stipulated in this RFP document;
 - d) It is accompanied by uploaded financial proposal;
 - e) It contains all the information (complete in all respects) as requested in the RFP;

f) It does not contain any condition or qualification;

2.2.3 The Authority reserves the right to reject any proposal which is non-responsive.

2.2.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFP.

2.2.5 Notwithstanding anything contained in this RFP, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

2.3 The tender shall be submitted in two parts, T -I will be Technical Bid and F-1 will be Financial Bid, through **eproc-2.bihar.gov.in** Only.

2.3.1 Part -I: Technical bid -The technical bid shall be submitted in T-1 format along with all the prescribed documents mentioned in the eligibility criteria.

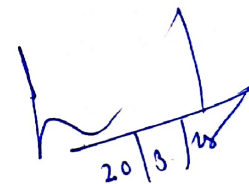
2.3.2. Part - 2: Financial bid -It will be submitted in F-1 format. The price should be quoted inclusive of all taxes with total amount.

2.3.3. L-1 bidder will be selected and awarded the contract.

2.4. Period of contact –

Period of contract will be **02 years** from the award of the work. It will be renewed subjected to satisfactory performance and mutual consent with same terms and conditions.

Director



UMSAS, Bihar, Patna

SECTION 3: Key Clauses of Agreement with Manpower Agency

Following are the key clauses of Manpower Agency agreement, and Authority/ Organization may appropriately add /modify terms in draft agreement.

3.1 Breaches/Surrender/Termination of Agreement

3.1.1 Surrender of Agreement by giving advance 90 days' notice.

3.1.2 Breach of Agreement or Events of Default:

Following shall be considered as Material Breach of the Agreement by Agency:-
Events of Default:

- (a) If the Agency has failed to perform or discharge any of its obligations in accordance with the provisions of Agreement with Manpower Agency, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Organization without any contributory factor of the Agency.
- (b) If the Agency fails to pay Salary to the person employed by the Agency, penalty or damage herein specified or any other due to be paid by the Agency to the Govt. by the stipulated date.
- (c) If the Agency makes any change in ownership of Agency by sale, merger or acquisition.
- (d) If the Agency during pendency of the Agreement with Manpower Agency becomes insolvent or is put under receivership by a competent court.
- (e) If the Agency is in persistent non-compliant of the written instructions of officials authorized by the Organization.
- (f) If the Agency or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Organization.
- (g) If the Agency is in violation of any of the other clauses of Agreement with Manpower Agency and after written notice (unless otherwise specifically mentioned therein) from the Organization fails to cure the Default to the satisfaction of the Organization.
- (h) If any representation made or warranties given by the Agency under this Agreement is found to be false or misleading.
- (i) If the Agency engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (j) If the Agency has created any encumbrance, charges or in favor of any person or agency, over the organization and Mall Space, save and except as otherwise expressly permitted under this Agreement.

- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Agency.
- (l) If any petition for winding up of the Agency has been admitted and liquidator or provisional liquidator has been appointed or the Agency has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Organization, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lease under this Agreement. If the Agency has abandoned the Organization and Mall Space for more than 7 days without written approval from the Organization or his/her appointed representative.
- (m) If the Agency is found to be violating the list of banned/prohibited usage as per clause 3.4

3.2 Force Majeure

3.2.1 Neither the Organization nor Agency shall be liable for any inability to fulfil their commitments nor obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- (a) Earthquake, Flood, Inundation, Landslide.
- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- (c) Acts of terrorism.
- (d) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- (e) Strikes or boycotts, other than those involving the Organization, its contractors, or their employees, agents etc., and
- (f) Any other similar things beyond the control of the party, except court order/ court judgment.

3.2.2 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such. If any Force Majeure continues, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free security deposit shall be refunded by the Organization to the Agency after adjusting outstanding dues, if any.

3.3 Indemnity and Insurance

3.3.1 The Agency hereby undertakes to indemnify and hold the Organization harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-competency of its manpower; quality of the manpower.

- 3.3.2 The Agency hereby undertakes to indemnify the Organization against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.3.3 The Agency hereby undertakes that the Organization shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Agency or any of his/her contractors/ sub-contractors. The Agency shall indemnify and keep indemnified the Organization against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 3.3.4 The Agency shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Agency shall indemnify the Organization for any loss and damages suffered due to violation of its provision.
- 3.3.5 The Agency hereby indemnifies the Organization against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Agency or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 3.3.6 The Agency hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Agency hereby indemnifies the Organization against any liability arising in connection with the employment of its personnel in the said premises by the Organization. Agency hereby undertakes to carry out police verification of its employees and submit the copy of same to the Organization, in accordance with the Organization's policies regulations prevalent at that time.
- 3.3.7 The Agency shall indemnify the Organization from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this Lease.
- 3.3.8 The Agency shall indemnify the Organization from any damage charges to be incurred if the Organization and Mall Space has not been kept in good, safe, clean condition as required under this agreement.
- 3.3.9 The Agency shall indemnify the Organization from any serious accident caused due to negligence of the Agency, resulting in injury, death to commuters or the Leaser employees or loss to property of the Organization.
- 3.3.10 The Agency shall be liable for and shall indemnify, protect, defend and hold harmless the Organization, officers of the Organization, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Agency to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

- 3.3.11 The Agency shall indemnify and keep indemnified the Organization for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Agency misused all liabilities for mis-user charges and mis-user proceedings.
- 3.3.12 Insurance and Waiver of Liability: The Agency shall bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Organization, including death or injury caused by the sole negligence of the Agency or the Agency's failure to perform its obligations under the agreement. Upon the Organization's request, the Agency shall submit to the Leaser, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Agency agrees and undertakes to indemnify and hold the Organization harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Organization as a result of such default by the Organization.

3.4 Prohibited activities at Upendra Maharathi Shilp Anusandhan Sansthan, Patna, Bihar:

The Agency and its manpower should not use any of the Prohibited products, activities as per statute, as per agreement and notice or order by UMSAS as and when serviced.

3. UMSAS and contract / agreements under this RFP is totally on commercial Terms & Conditions. The UMSAS do not have any responsibility of manpower affected due to activation or termination of tender thereafter agreement. Continuity of this tender or agreement totally depends upon the performance of manpower, UMSAS and related stake holders.

Technical Bid: T-1

#	Eligibility Criteria	Documents required for Evaluation
I	The applicant should be Proprietary firm/Company/Corporate Body/Society/Trust having its active operating office in Bihar.	<ol style="list-style-type: none"> 1. Pan of the Entity and 2. Registration Document of the Proprietorship/Firm Registration Certificate from Registrar of Firm/In Case of Co or LLP- Certificate of Incorporation issued by MCA or ROC/In case of Society or Trust- Certificate of Registration and by Laws 3. Proof of operating active office in Bihar
II	Minimum Experience of 5 Years in supply of Manpower or Providing House Keeping in Govt./PSU/Corporates Semi Govt. undertaking as on tender submission date	<ol style="list-style-type: none"> 1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of Payment Received-If paid 4. Work Closure Certificate-if applicable 5. Contract Agreement of the Running Contract
III	Minimum 04 work orders in last 5 years for supply of Manpower out of which one should demonstrate that the vendor is supplying at least 50 Manpower every month in any one single contract.	<ol style="list-style-type: none"> 1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of Payment Received-If paid 4. Work Closure Certificate-if any 5. Contract Agreement of the Running Contract
IV	The applicant should have at least 3 (three) running contracts, the annual value of which must not be less than Rs. 40 lacs for each contract.	<ol style="list-style-type: none"> 1. Copy of Agreement of running contract 2. Copy of work order of running contract
V	Performance Certificate/ Work Completion Certificate rendered by client/clients for having completed such work of at least totaling to Rs 2 Crore or more in Last 5 Years.	<ol style="list-style-type: none"> 1. Copy of Agreement of completed contract 2. Copy of work order of completed contract 3. Performance certificate of completed Contracts or work orders

#	Eligibility Criteria	Documents required for Evaluation
VI	Average Annual Turnover of last three financial years should be minimum Rs.2 Crore (Cumulative total Turnover of three years should be minimum Rs. 6 Crore)	CA Certified Audit Reports
VII	Non-Blacklisted Document(Y/N)	Affidavit for the same
VIII	GST Registration Document (Y/N)	GST Registration Certificate
IX	EPF Registration (Y/N)	EPF Registration Certificate
XI	ESI Registration (Y/N)	ESI Registration Certificate
XIII	Current Labour License	Table of all the current Labour Licenses
XIV	No Case pending with Police against the proprietor/ Firm/ Partners/ Directors or Co.	Self-declaration on the letter head of the entity.
XV	The Security agency/company must have a proper license (Private Security Agencies Regulation Act, 2005-PSARA) required for security agency.	Copy of License issued by the Govt. Dept. clearly highlighting the validity of the License.

Application format for Financial Bid: (F-1)**Financial wages: To be quoted in INR per month**

The evaluation will be done on the basis of total cost of manpower for UMSAS, as per below mentioned table. **(Total of Column 7)**

SI No	Post Name	Basic Wage According Not less than Current Minimum Wages of Law of Labour Department (Monthly)	EPF 13%	ESIC (3.25%)	Total Amount (6=3+4+5)	Quoted Cost to UMSAS (Rs.)
1	2	3	4	5	6	7
i	Gun Man Security Guard (Skilled)					
	Per day	519.00	67.47	16.87		
	Required No- 05					
	(Per Day x 30 x Required No)	77,850.00	10,120.50	2,530.13	90,500.63	
ii	Stick Bearer Security Guard (Semi-Skilled)					
	Per day	426.00	55.38	13.85		
	Required No- 11					
	(Per Day x 30 x Required No)	140,580.00	18,275.40	4,568.85	163,424.25	
iii	Electrician (Skilled)					
	Per day	519.00	67.47	16.87		
	Required No- 01					
	(Per Day x 30 x Required No)	15,570.00	2,024.10	506.03	18,100.13	
iv	Computer Operator (Super Skilled)					
	Per day	634.00	82.42	20.61		
	Required No- 01					
	(Per Day x 30 x Required No)	19,020.00	2,472.60	618.15	22,110.75	
v	Sweeper & Cleaning Staff (Unskilled)					
	Per day	410.00	53.30	13.33		
	Required No- 12					
	(Per Day x 30 x Required No)	147,600.00	19,188.00	4,797.00	171,585.00	
vi	Gardener (Maali)					
	Per day	410.00	53.30	13.33		

	Required No- 02					
	(Per Day x 30 x Required No)	24,600.00	3,198.00	799.50	28,597.50	
vii	Sales Executive					
	Per day	634.00	82.42	20.61		
	Required No- 05					
	(Per Day x 30 x Required No)	95,100.00	12,363.00	3,090.75	110,553.75	
viii	Supervisor (Super Skilled)					
	Required No- 01	19020 (Per Month)	2,472.60	618.15	22,110.75	
ix	Others (Ceaning items/tools/equipment cost per month)					
A = Total (Per Month)					626,982.75	
B= Total Yearly (12 x 6,26,982.75)					7,523,793.00	
C= Total Services Fee (on A) According to Finance Department Letter No-2988 dated-23.03.2023 (3.85% to 7%)					24,138.84	
D= Total Services Fee (on B) According to Finance Department Letter No-2988 dated-23.03.2023 (3.85% to 7%)					289,666.03	
E= GST 18% on (A+C)					117,201.89	
(Monthly)						
F= GST 18% on (B+D)					1,406,422.63	
(Yearly)						
Total Amount (A+C+E)=					768,323.47	
(Monthly)						
Total Amount (B+D+F)=					9,219,881.66	
(Yearly)						