



Bihar Renewable Energy Development Agency

(A Government Agency under Energy Department)

National Competitive Bidding

Request for Proposal (RfP)

For

Selection of Consultancy Firms / Agency for Establishment of
Providing Manpower on Outsourcing basis in Bihar Renewable
Energy Development Agency (BREDA), Govt. of Bihar

NCB No: BREDA/Tender/Man Power/02/2018-19

Bihar Renewable Energy Development Agency
(A Govt. Agency under Energy Department)
3rd Floor, "Sone Bhawan", Birchand Patel Marg,
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Bihar Renewable Energy Development Agency

(A Government Agency under Energy Department)

Selection of Consultancy Firms/ Agency for Establishment of Providing Manpower on Outsourcing basis in Bihar Renewable Energy Development Agency (BREDA), Govt. of Bihar.

INVITATION FOR BID (IFB)

NATIONAL COMPETITIVE BIDDING (NCB)

NCB No. - BREDA/Tender/Man Power/02/2018-19

1. Bihar Renewable Energy Development Agency, a Government Agency under Energy Department of Bihar Government (hereinafter called "BREDA" or "Client") invites Bids through National Competitive Bidding (NCB) from the Bidders fulfilling the Eligibility Criteria specified hereunder for Selection of Consultancy Firms / Agency to provide Manpower support on Outsourcing basis in Bihar Renewable Energy Development Agency (BREDA), Govt. of Bihar.
 2. The Manpower's should consist of personnel who have an in depth knowledge of their concerned sector for which they have been chosen or will be assigned with a willingness to be located at BREDA.
- ❖ The Bidder should meet the following **Eligibility Criteria** in order to be eligible for participating in this RFP:

Part- A – Minimum Eligibility Condition

- a) Bidder shall be a Registered under Company / Firm / Corporation in India in the field of Consultancy / Manpower supply services.
- b) Branch office of the Company should be located in Patna. Adequate proof is to be submitted (Mandatory).
- c) Details of similar projects executed / Providing of Manpower on outsourcing basis during last three years as on the date for Bid submission should also be submitted.
- d) Bidder should have minimum average Annual Turnover of INR 15,00,000.00 during the preceding last three completed Financial Years.
- e) Bidder should have positive (+ve) Net Worth at the close of the preceding Financial Year.
- f) Bidder shall furnish Annual Report (including Annual Statement of Accounts) for the preceding three completed Financial Years.
- g) Bidder should have valid GST registration certificate and copies of the same duly attested shall be furnished as applicable.
- h) The bidders must be registered under the Provident Fund Act & ESI Act (copies to be enclosed) etc.
- i) Bidder should not have been black listed by any Government Department, Organization, Agency, Authority or any Public Sector Undertaking owned by the Government during the last three years as on the date for Bid submission.
- j) Joint Ventures shall not be allowed for participation in the tendering process.

Part- B – Technical Evaluation

Sl. No.	Other Eligibility Criteria	Marks	Maximum Marks
1	Minimum Average Annual Turnover (MAAT) of the company for last 03 completed financial years		20
	a) Between Rs. 15/- to Rs. 20/- Lakh	10	
	b) More than or equal to Rs. 25/- Lakh	20	
2	General Experience of Firm		40
	Less than 4 Projects / Providing of Manpower on outsourcing basis	30	
	4 or more than 4 Projects / Providing of Manpower on outsourcing basis	40	
3	Experience in Similar Geographical Areas (Utter Pradesh, Jharkhand, Orissa, West Bengal)		15

	Less than 4 Similar Projects / Providing of Manpower on outsourcing basis	10	
	4 or more than 4 Similar Projects / Providing of Manpower on outsourcing basis	15	
4	Experience in Similar Projects: Experience in "Establishment of Providing Manpower on outsourcing basis for Energy / Infrastructure Sector "		25
	Less than 3 Projects of cumulative value \geq Rs. 15,00,000/- and less than Rs. 25,00,000/-	20	
	3 or more than 3 Projects of cumulative value \geq Rs. 25,00,000/-	25	

- ❖ The "Financial Bid sheet" of only those bidder shall be opened, who qualify in "Minimum Eligibility Condition Part-A "as above and Score at least 60 marks in "Technical Evaluation Part-B".
- ❖ Bid documents which include Eligibility criteria, "Technical Specifications", various conditions of contract, formats, etc. can be downloaded from website www.eproc.bihar.gov.in. Any amendment (s) / corrigendum / clarifications with respect to this Bid shall be uploaded on www.eproc.bihar.gov.in website only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.
- ❖ **Bidders are required to submit the documentary proof for the qualifications mentioned above.**
- ❖ The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc.bihar.gov.in.

3. Bid Information:

Sl. No.	Activity	Duration
1.	Online Sale/Download date of RFP documents	From 06.08.2018 (10:00 Hrs.) To 27.08.2018 (18:00 Hrs.) (www.eproc.bihar.gov.in)
2	Cost of Bidding Document (submission of cost of bidding document is mandatory for all bidders, exemption for SSI / NSIC / MSME registered agency as per GoI rules and regulation)	1. Tender Cost Rs. 5,000.00 to be paid through Demand Draft (DD) in favour of "Bihar Renewable Energy Development Agency" payable at Patna. (Bank details: - A/c No. - 50091813870, Allahabad Bank, Patna Main Branch, IFSC CODE:-ALLA0210003). 2. Tender Processing Fee Rs. 1,180.00 through online mode i.e. Internet Payment gateway (Credit/Debit Card), Net banking, NEFT/RTGS).
3.	Pre-bid conference	13.08.2018 at 11.00 Hrs. (Bihar Renewable Energy Development Agency", 3 rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001)
4.	Date/Time for submission/ uploading of offer/Bid	28.08.2018 upto 18.00 Hrs. www.eproc.bihar.gov.in)
5.	Submission of Tender cost & EMD in Hard Copy/Original	29.08.2018 at 18: 00 Hrs. (Demand Draft (DD) in favour of "Bihar Renewable Energy Development Agency" payable at Patna. (Bank details: - A/c No. - 50091813870, Allahabad Bank, Patna Main Branch, IFSC CODE:-ALLA0210003).
6.	Date & time for opening of Technical Bid	30.08.2018 at 15:30 Hrs. (www.eproc.bihar.gov.in)
7.	Validity of Bid	180 days from the date of opening of Techno- Commercial Bid.
8.	Bid Security (EMD) (submission of EMD is mandatory for all bidders, exemption for SSI/NSIC registered agency as per GoI rules and regulation)	INR 1,00,000.00 (INR One Lakh only) in form of DD from any Scheduled Nationalized Commercial Bank. In favour of "Bihar Renewable Energy Development Agency" payable at Patna. (Bank details: - A/c No. - 50091813870, Allahabad Bank, Patna Main Branch, IFSC CODE:-ALLA0210003).
9.	Date time and place of opening of Financial Bid	To be informed later to technically qualified bidder. (www.eproc.bihar.gov.in)

- For support related to e-tendering process, bidders may contact at following address "e-Procurement HELP DESK, Contact No: 0612-2523006; 7542028164". Vendor may visit www.eproc.bihar.gov.in.
- Detailed N.I.T can be seen of website- www.eproc.bihar.gov.in or www.breda.bih.nic.in
- BREDA will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders online or offline.

- The BREDA reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
- For participating in e-tendering process, the contractor shall have to get them selves registered to get used ID, Password and digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in e-tender. Those whose are not registered in e-tendering systems, they may contact “e- Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164” for registration.
- The successful Bidder, at the end of the bidding process, shall be awarded the contract by BREDA, Patna to implement the project on Providing Manpower on outsourcing basis.
- The detail of the bidding process and summary of the scope of work for the project is included in the RFP document.

4. **Essential Requirement**

- a) In the unlikely event of the server for www.eproc.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
 - b) The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
 - c) The bidders must use MS Office- 2003 version. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.
 - d) No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
 - e) In exceptional circumstances, the competent authority, BREDA may solicit the Bidder's consent to an extension of the period of validity.
 - f) Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
 - g) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
 - h) **Corrigendum/ Addendum, if any, will be published on the website www.eproc.bihar.gov.in**
5. Notwithstanding anything stated above, Client reserves the right to assess the capabilities and capacity of the Bidder to perform the Contract should the circumstances warrant such assessment in the overall interest of Client.

**Deputy Director
BREDA, Patna**

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Section-1
Instructions to Bidders

1 Bihar Renewable Energy Development Agency (BREDA) invites RFP for Outsourcing of Manpower from reputed agencies fulfilling the following eligibility criteria.

2 ELIGIBILITY CRITERIA:

The bidders are compulsorily required to meet the below mentioned eligibility criteria.

Part- A – Minimum Eligibility Condition

- a) Bidder shall be a Registered under Company / Firm / Corporation in India in the field of Consultancy / Manpower supply services.
- b) Branch office of the Company should be located in Patna. Adequate proof is to be submitted (Mandatory).
- c) Details of similar projects executed / Providing of Manpower on outsourcing basis during last three years as on the date for Bid submission should also be submitted.
- d) Bidder should have minimum average Annual Turnover of INR 15,00,000.00 during the preceding last three completed Financial Years.
- e) Bidder should have positive (+ve) Net Worth at the close of the preceding Financial Year.
- f) Bidder shall furnish Annual Report (including Annual Statement of Accounts) for the preceding three completed Financial Years.
- g) Bidder should have valid GST registration certificate and copies of the same duly attested shall be furnished as applicable.
- h) The bidders must be registered under the Provident Fund Act & ESI Act (copies to be enclosed) etc.
- i) Bidder should not have been black listed by any Government Department, Organization, Agency, Authority or any Public Sector Undertaking owned by the Government during the last three years as on the date for Bid submission.
- j) Joint Ventures shall not be allowed for participation in the tendering process.

Part- B- Technical Evaluation

Sl. No.	Other Eligibility Criteria	Marks	Maximum Marks
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❖ The "Financial Bid sheet" of only those bidder shall be opened, who qualify in "Minimum Eligibility Condition Part-A "as above and Score at least 60 marks in "Technical Evaluation Part-B."

❖ **Note:-**

Non- Profitable Company / Firm / Corporation are not allow to participate in this tender.

1. Bidders are required to submit the documentary proof for the qualification mentioned in RFP.
2. Bidder are required to submit the document with proper indexing & paging as per required sequence as mentioned above in absence of that bids may be summarily rejected.
3. Corrigendum / Addendum, if any, will be published on the BREDA website www.eproc.bihar.gov.in itself.
4. The details about of category of manpower required, their educational qualification and experience are given in Section - 4.
5. The bids are to be sent in two parts - **one sealed envelope** super scribed as 'Technical Bid' giving details in the format given as per Section - 5, Cost of tender document or receipt of the same in case bought from BREDA office and EMD. **The second sealed envelope** super scribed as 'Financial Bid' in the format at Section - 6. The supporting documents and signed tender document should be provided in a **third sealed envelope** super scribed as 'Tender Documents'. **The three sealed and stamped (Company stamp) envelopes** as above will be placed in another sealed and stamped envelope super scribed as 'BID FOR SELECTION OF AGENCIES FOR OUTSOURCING OF MANPOWER'. A signed copy of RFP document shall also be submitted by the bidder. The bids shall be signed by a person duty authorized on behalf of the bidder firm and shall be dropped at BREDA Office head office at 3rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001.
6. The sealed bids will be received by BREDA as per date and time mentioned above in Section 1. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Technical Bids will be opened in presence of committee members for this purpose. The representative of bidders may choose to be present at the time of opening of technical bid.
7. Earnest Money Deposit (EMD) of Rs 1,00,000.00 (Rupees One Lakh Only) should accompany the Technical Bid document. The EMD shall be paid in the form of Demand Draft from a Nationalized Bank / Scheduled Commercial Bank in favour of "Bihar Renewable Energy Development Agency" payable at Patna. (Bank details: - A/c No. - 50091813870, Allahabad Bank, Patna Main Branch, IFSC CODE: -ALLA0210003)." Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected. The bid shall remain valid for a period of 180 days from the date of opening Techno- Commercial bid.
8. The EMD shall be forfeited if the bidder withdraws his bid during the period of bid validity The EMD of Bidders who are not selected will be returned within one month of allotting the contract (without any interest). The EMD may be forfeited if the bidder withdraws his bid during the period of validity specified by the bidder on the bid form, or in the case of successful bidder, if the bidder fails to sign the contract agreement and deposit the Security Deposit within the stipulated time limit. EMD of unsuccessful bidders shall be returned after the acceptance of the Work Order by the successful bidders.
9. BREDA will not pay any type of interest on any type of money kept with BREDA.
10. If any new Tax / duty are levied during the contract period the same will be as per the prevalent laws and rules of GoI and GoB.
11. **Period of Validity of Bids**
 - Bids shall remain valid for a period of 180 days from the date of Techno Commercial Bid. A Bid valid for a shorter period shall be rejected by the BREDA as non responsive.
 - In exceptional circumstances, prior to the expiration of the Bid validity period, BREDA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bidder accepts to extend the period of Bid validity, the validity of Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

12. Bid Security

- The Bidder shall furnish, a Bid Security in a separate sealed envelope in the amount and currency as stipulated in the Invitation for Bid (IFB).
- The Bid Security shall be in the form of a DD from any Nationalized / Scheduled Commercial Bank.
- Any Bid not accompanied by prescribed Bid Security shall be rejected by BREDA as non-responsive.
- The Bid Security of all the unsuccessful Bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the Bid validity period. The Bid Security of the Successful Bidder to whom the Contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Contract Performance Guarantee.
- The Bid security may be forfeited.
- If the Bidder withdraws or varies its Bid during the period of Bid validity.
- If the Bidder does not accept the arithmetical correction of its Bid Price.
- If the Bidder/its representative commits any fraud while competing for this Contract.
- In the case of a Successful Bidder, if the Bidder fails to sign the Contract Agreement and / or to furnish the required Contract Performance Guarantee within the specified time limit.

13. Contract Performance Guarantee/Security

- i. The Contractor shall provide to BREDA within 07 (Seven) days of Signing of Contract Agreement, the Contract Performance Guarantee in the form of an irrevocable, on demand Bank Guarantee equivalent to 10% of the Total Contract value for the due performance of its obligations under the Contract from a Nationalized Bank in the form specified in the Bidding Documents.
 - ii. The period of validity of the Contract Performance Guarantee shall be ninety (90) Days after the expiry of the Contract and Contractor fulfilling all its obligations under the Contract.
 - iii. If the Contractor fails to fulfil obligations under the Contract, the proceeds of Contract Performance Guarantee / Security shall be appropriated by BREDA as part compensation for any loss resulting from Contractor's failure to perform and fulfil the various obligations under Contract without prejudice to any other rights or remedies to which BREDA may be entitled to under the Contract and the applicable laws.
 - iv. The Contract Performance Security shall be discharged by BREDA within thirty (30) Days from the date of expiration of the validity period as provided hereinabove.
14. The remuneration quoted by bidder in financial bid should not be less than the remuneration fixed by BREDA, proof for the same need to submit.
 15. The manpower supply agency is suggested to quote justified rate as mentioned in RFP so as to retain knowledgeable and experience personnel on sustainable basis.
 16. Appoint and deploy the selected candidates for Preliminary Screening Test and interview at BREDA thereafter which they will be confirmed by the officials of BREDA. After receipt of confirmation the Manpower agency will have to deploy the "Selected Candidates" to BREDA office at the earliest.
 17. The bidder will be liable to provide manpower support within 30 days from the last day of vacant post / position (applicable where the employee leaves the organisation after joining with or without information) failing which 25% per fortnight from the total monthly service charge payment of left employee will be deducted from the total monthly rest payment.

18. BREDA reserves the right to vary the number of the manpower and or delete any position altogether before and after Award of Contract.
19. The Bidder should carefully read and understand before filling in and submitting the bid. No claim whatsoever will be entertained for any alleged ignorance thereof. RFP must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the RFP Document wherever required. The bidder should sign all the papers included in the RFP document.

20. Clarifications and Amendments

- The Bidder requiring any clarification of the Bidding Documents shall make a request to the BREDA in writing provided that such request is received not later than Pre-bid. BREDA will respond to any request for clarification, which shall be in writing with copies to all Bidders who have purchased the Bidding Document including a description of the query but without identifying its source.
- At any time prior to the deadline for submission of Bids, BREDA may amend the Bidding Document by issuing amendment / addenda. Any amendment / addendum issued shall be part of the Bidding Document and shall be communicated to all who have obtained the Bidding Document from the BREDA.
- Amendments / addendum to Bidding Documents issued by BREDA, if any, must be signed and submitted along with the Bid and the Bid submitted by the Bidder shall take into account all such amendments / addendum. If acceptance of the terms and conditions given in the Bidding Documents / amendment has any price implications, the same shall be included in the price part.
- BREDA reserves the right to seek clarifications / information considered necessary during examination / evaluation of the Bids submitted and the same shall be furnished by the Bidder within the date and time specified by BREDA. Any clarification submitted by a Bidder that is not in response to a request by BREDA shall not be considered. BREDA request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors found by BREDA in the evaluation of the Bids. If a Bidder does not provide clarifications of its Bid by the date and time set in BREDA's request for clarification, its Bid may be rejected.

21. Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the BREDA, shall be written in English language only. If the supporting documents and printed literature that are part of the Bid are in another language, they should be accompanied by an accurate translation of the relevant passages in English language in which case, for purposes of interpretation of the Bid, such translation shall govern.

22. BREDA's Right to Accept any Bid, and to Reject any or all Bids

BREDA reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award, without there by incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

23. BREDA reserved the right to blacklist the firm on violation of any term and condition during the contract period.

24. EVALUATION OF BIDS and AWARD OF CONTRACT

BREDA will award the contract in accordance with following bid-

- Financial Bid of only those bidders will be opened who fulfils the minimum qualifying requirement given in technical bid and are substantially responsive to terms and conditions of technical bid.
- **Quoting of offer for all the posts is compulsory.**
- **Contract will be awarded to agency, having quoted the minimum service charges for all the post and is substantially responsive to the Bidding Document. In case the L1 bidder not turned out contract then the contract may be awarded to L2 or other responsive bidders on L1 bidder price.**
- **Minimum service charge of 10% will be admissible. If admissible service charge go below 10% then the bid of bidder summarily rejected.**
- **In case of tie, a lottery system will be carried out for selection of the Bidder in the presence of financial committee and technical qualified bidders.**
- BREDA reserve the right to award the contract to agency that is found to have technical and financial sound to execute the contract.

25. Notwithstanding the above, the BREDA reserves the right to accept or reject any quotation and to cancel the bidding process at any time prior to the award of contract.

26. The agency shall within 30 days from award of work order mobilize and depute the required manpower resources at various position as mentioned in RFP to BREDA.

27. BREDA shall issue Letter of Award of the Contract to the Successful Bidder prior to the expiration of the period of Bid validity in original along with a copy thereof and the Successful Bidder shall return the copy duly accepted and signed by the authorized person on behalf of the Successful Bidder clearly indicating the date of signing, the name and designation of the signatory within such period as specified in the Letter of Award.

28. Until a formal Contract is prepared and executed, the Letter of Award and its acceptance communicated by the Successful Bidder as aforesaid shall constitute a binding Contract.

29. Conflict of Interest

BREDA requires that manpower provide professional, objective, and impartial advice and services and at all times hold the Client's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Manpower shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the BREDA.

30. Signing of Contract

- As soon as possible after the issue of Letter of Award to the Contractor by BREDA, and after acceptance of LoA by the bidder then bidder need to sign Contract Agreement as provided in the Bidding Document.
- Within seven (7) days of receipt of the Contract Agreement, the Successful Bidder shall sign and date the Contract Agreement and return it to BREDA.

31. Effective Date of Contract

The Contract shall become effective from the date of issue of Contract Agreement to the Successful Bidder.

32. Fraud and Corruption

The BREDA requires that personnel to observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the BREDA.

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) “corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- (ii) will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (iii) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any BREDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any BREDA contract.

SECTION-2

Terms & Conditions of Contract

1. The service provider shall not assign, transfer, pledge or sub-contract services of manpower supply to BREDA to any other organisation.
2. All services shall be performed by persons qualified and skilled in performing such services.
3. The contract will initially be awarded for a period of two year and may be extended further for a period as decided by BREDA. The decision regarding the extension will be taken by Director BREDA which will be final & binding for all.
4. 5% of the contract value will be increased annually provided on submission of certificate that corresponding increase has been given to the manpower deployed.
5. BREDA would be free to terminate the contract without giving any reason at any time after giving advance notice of one month in writing.
6. The agency should ensure that person deployed should be of good character and antecedents.
7. The service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will to enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
8. BREDA may require the service provider to remove from the site, any person or Persons, employed by the service provider, who may be incompetent or for his / her their misconduct and service provider shall forthwith comply with such requirements.
9. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
10. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organisational matters as all are of confidential / secret nature that can attract legal action.
11. That the persons deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department.
12. The service provider's person shall not claim any benefit compensation / absorption / regularization of services in this office under the provision of industrial dispute's Act, 1947 and Contract Labour (Regulation & Abolition) Act, 1970, Undertaking from the persons to this effect will be required to be submitted by the service provider to this Office before execution of the work.
13. The Contractor has to maintain all the relevant register / records as per the laws related with labour engagement etc. The Contractor will be entirely responsible for fulfilling all the statutory obligations under different statutes like workmen compensation Act, Contract Labour Regulation & Abolition Act, ESI Act, PF Act, Bonus Act, Gratuity Act for the workers employed by him on the job will be submitted by the Contractor before execution of the contract agreement. The workers employed by the Contractor will not be treated as the employees of the BREDA for any purpose whatsoever. **The all deployed candidates should be issued the ESI card by the service provider.**
14. The person deployed shall not claim any Master & Servant relationship against this office. The service provider's personnel will not claim any employment at BREDA at any time.
15. The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, Smoking, Chewing Tobacco etc.
16. The service provider shall engage the manpower as required by our office. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time by the service provider. There is no Master

- & Servant relationship between the employees of the service provider and this Department further that the said person(s) of the service provider shall not claim any benefit. The service provider should not stop the payment of salary on account of delays not attributed to the engaged persons.
17. The medical and other statutory requirement under the various Acts / Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider (Contractor). This shall include payment of PF, ESI, and GST and deduction of TDS etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the service provider. The service provider shall provide ESI card to the outsourced employees.
 18. Working hours will be as per BREDA working hours. Holidays will be same as applicable to BREDA.
 19. The personnel may be called on beyond office hours and on holidays / Saturdays/ Sundays, if required. No overtime payment is admissible. The personnel should not claim any benefit regarding the same.
 20. TA / DA will be as per BREDA TA rules.
 21. The personnel may be deployed for a period of entire contract period. But if their performance is unsatisfactory, they may be substituted by the contractor.
 22. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
 23. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
 24. If for any reason the personnel deployed by the service provider proceeds on absence / leave, he / she should properly intimate the Controlling Officer and the concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he / she will be absent.
 25. The service provider shall make payments for the outsourced employees through cheque / ECS within time as per rules from their own resources and raise a monthly invoice for the amount together with duly approved attendance records from the place of employment of each staff. BREDA will reimburse salaries against the monthly invoice following verification of attendance records.
 26. In case outsourced employee is absent proportionate deduction shall be made from his pay, on monthly basis.
 27. The remuneration amount payable shall follow all government regulations, like minimum wages rules etc. Accordingly, it can be enhanced / modified from time to time, and the service provider would bring such requirement of revision to the notice of BREDA.
 28. GST is payable extra as applicable on submission of invoice and required documents, Documentary evidence for the same shall be submitted to BREDA with the invoice.
 29. The service provider shall be available at all times and message(s) sent by E-mail / Fax Special Messenger / Phone / SMS from the Department to the service provider shall be acknowledge on receipt on the same day.
 30. The service provider shall provide the manpower within a week from the date of receipt of the requirement.

31. Non- Profitable Company / Firm / Corporation are not allow to participate in this tender.

32. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or on employment by the personnel of the agency, it shall be the entire responsibility of the agency / service provider to pay and settle the same.

33.Arbitration and Jurisdiction

- i. Any dispute between the Client and the Contractor arising out of this Contract will first be resolved amicably between the Parties. In such cases where dispute is not resolved between the Parties, then the Parties may mutually agree to appoint an arbitrator under the provisions of Arbitration and Conciliation Act, 1996.
- ii. Any disputes arising shall be subject to the jurisdiction of the Appropriate Court of Patna.

SECTION - 3
GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Bid" means the Bid or the proposal and the attachments thereto submitted by the Bidder in the form and manner specified in the Bidding Documents.
- (b) "Bidder" means a person who submits its Bid in response to the Invitation for Bid (IFB) issued by the Client.
- (c) "Contract" means the Contract Agreement entered into between the Client and the Contractor; together with the Contract Documents referred to herein; they shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly
- (d) "Contract Documents" means the documents listed below (including any amendments thereto):
 - (i) The Contract Agreement between the Client and the Contractor and the attachments thereto. (This Contract Agreement)
 - (ii) Letter of Award from client and its acceptance from contractor. (Appendix I)
 - (iii) Instructions to Bidders (Appendix II)
 - (iv) Terms & Conditions of Contract (Appendix III)
 - (v) Scope of work (Appendix IV)
 - (vi) Corrigendum / addendum if any (Appendix V)
 - (vii) Bid submitted by the Successful Bidder (Envelope I and Envelope II Bids) (Appendix VI)

If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

- (e) "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- (f) "Company" shall mean a company as defined under the Companies Act, 1956 including amendment thereto as in force ;
- (g) "Contractor" means the person(s) whose Bid to perform the Contract has been accepted by the Client and is named as Contractor in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor
- (h) "Contract Price" means the sum specified in the Letter of Award and the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (i) "Government" means Government of India and /or Bihar Government and includes its departments, bodies, agencies, authorities etc.
- (j) "Letter of Award" means notification in writing issued by the Client to the Successful Bidder that its Bid has been accepted.
- (k) "Client" means "Bihar Renewable Energy Development Agency (BREDA)"
- (l) "Party" means the Client or the Contractor, as the context requires, and "Parties" means both of them
- (m) "Person" means any individual, corporation, partnership, joint stock company, body corporate, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.
- (n) "Written" or "In Writing" means handwritten, typewritten, printed or electronically made, and resulting in a permanent record.
- (o) "Day" means calendar day.

3.2 Amendment

3.2.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.

3.3 Applicable Laws

3.3.1 The Contract shall be governed by and interpreted in accordance with the laws of India.

3.4 Force Majeure

Shall mean and be limited to the following:

- War/hostilities
- Riot or Civil commotion
- Earthquake, flood, tempest, lightening or other natural physical disaster.
- Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of other Contract by Consultant.

In the event of any force majeure cause, agency or BREDA shall not be liable for delays in performing their obligations under this order and the completion dates may be extended, for a period not exceeding the period of delay attributable to the causes of Force Majeure. Neither BREDA nor agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Condition did actually exist.

The agency shall at all times, Indemnify and keep indemnified, the BREDA and its officer's servants and agents, from and against all/ any claims whatsoever, arising as a consequence of, or in the course of execution of the work (including but not limited to property loss and damage, personal accident, injury or death of or to property or person, of the agency)

3.5 Termination of Contract

BREDA shall have the right to terminate the contract of the agency at any time during the tenure of the work, if the performance of the agency is found to be unsatisfactory or violation of any clause of the RfP pertaining to execution of the work. For termination of the contract, BREDA shall provide the agency a notice of minimum of 60 days, to allow the agency to clarify its position of unsatisfactory performance observed by BREDA. If the clarification provided by the agency is not upto the satisfaction of the competent authority of SDA, the contract of the agency will be terminated.

SECTION-4

Scope of Work

The scope of work shall be Outsourcing of Manpower as per requirement. The detailed requirement of manpower is given below in mentioned table.

The manpower requirement may vary depending upon the volume of work, functional requirements etc during the course of the contract. In addition to above BREDA may also require manpower with new designation, qualification and remuneration which will be decided by BREDA and the agency has to provide the manpower as per requirement of BREDA.

P.F and ESI benefits (employee and employer share) shall be reimbursed over and above on the monthly remuneration mentioned above.

The PF and ESI contribution of BREDA would be paid as a separate component to the service provider / Agency who would deposit and provide proof of same to BREDA every month.

Payment of bonus, gratuity and other statutory benefits to the outsourced persons will be the responsibly of contractor / service Provider.

The remuneration indicated above is the remuneration payable by BREDA to the service provider. After statutory deductions the net amount shall be paid to the workers of the contractor.

Non- Profitable Company / Firm / Corporation are not allow to participate in this tender.

The contract will initially be awarded for a period of two year and may be extended further for a period as decided by BREDA. The decision regarding the extension will be taken by Director BREDA which will be final & binding for all.

5% of the contract value will be increased annually provided on submission of certificate that corresponding increase has been given to the manpower deployed.

❖ Team Structure

The proposed positions required at the BREDA are as follows: -

<u>Name of Post</u>	*Category Reservation					Total Requirement
	Un-Reserved		EBC	SC	BC	
	General	Female				
Executive Assistant	2	1	1	1	1	6
Stenographer	1	–	–	–	–	1
Office Attendant	1	1	1	–	–	3
Receptionist	1	–	–	–	–	1
House Keeping Attendant	1	–	1	–	–	2

***Category Reservation:** Seat distribution to different categories is as per reservation policy notified by General Administration Department, Govt. Of Bihar vide Memo No. 13876; dated- 03/11/2017.

Age limitation at time of Interaction					
Age	UR (General)	SC	EBC	BC	Female (UR)
Minimum Age	18	18	18	18	18
Maximum age	37	42	40	40	40

Designation, Eligibility, Experience and Job responsibilities of the proposed positions are as follows-

◆ **Executive Assistant:-**

Educational Qualifications:

- Graduate in any discipline from Govt. / AICTE approved college / university with DCA certificate course. **BCA candidate will be preferred.**

Experience:

- Minimum 2Years experience in Data Entry with Hindi & English typing speed 25 to 35 wpm. Working knowledge computers viz (MS Office, Word, Excel & PowerPoint).

Job Responsibility:

- Attend to various data entry and processing related work and other jobs specific to the section in which they are deployed.
- Maintaining office records, handling files and office correspondence.
- Any other task assigned to them by the officer / staffs form time to time.

◆ **Stenographer**

Educational Qualifications:

- Graduate in any discipline from Govt. / AICTE approved college / university with DCA certificate course.

Experience:

- Minimum 2Years experience in relevant field is desirable. Hindi & English typing speed 25 to 35 wpm and Shorthand speed of at least 80 wpm. Working knowledge computers viz (MS Office, Word, Excel & PowerPoint).

Job Responsibility:

- Attend to various typing and other related jobs specific to the section in which they are deployed.
- To take dictation and transcribing the same.
- Maintaining files / records and correspondence & coordinate.
- Any other task assigned to them by the officer / staffs form time to time.

◆ **Receptionist:-**

Educational Qualifications:

- Graduate in any discipline from Govt. / AICTE approved college / university with knowledge of computer operation.

Experience:

- 1 years Experience in relevant field. Should be well conversant in English & Hindi, should have pleasant personality and good behaviour / etiquettes. Knowledge of computer operation.

Job Responsibility:

- Attend phone calls and provide necessary information online to the officer / staff and department.
- Any other task assigned to them time to time, basic computer handling and any other duty as and when assigned.

◆ **Office Attendant**

Educational Qualifications:

- Minimum Class-12th pass.

Experience:

- Experience in relevant field is desirable. Should be able to understand Local language, knowledge Hindi & English preferred. Should have pleasant personality and good behaviour / etiquettes.

Job Responsibility:

- Attend to officer / staffs whenever they are called for maintain office records under the guidance of the dealing employees.
- Up keep the furniture and fixtures of this office, provide drinking water & beverages to the officer / staff / guests.
- Handle office equipment like: Computer, Fax, Photocopy Machine, etc.
- Any other task assigned to them by the officer / staffs form time to time.
- To maintain normal duty hours and any other duty as and when assigned.

◆ **House Keeping Attendant**

Educational Qualifications:

- Should be able to read and write.

Experience:

- Experience in relevant field is desirable. Should be able to understand Local language, knowledge Hindi & English preferred. Should have pleasant personality and good behaviour / etiquettes.

Job Responsibility:

- Up keep office premises, furniture & equipment neat & clean including lavatory and any other duty as and when assigned.

SECTION-5
Technical Bid
(CONTENTS OF ENVELOPE - 1)

Date:.....

From.

[Name, address and telephone nos. of the bidder]

To

Deputy Director,
Bihar Renewable Energy Development Agency (BREDA),
(A Government Agency under Energy Department),
3rd Floor, "Sone Bhawan", Birchand Patel Marg,
Patna – 800001 (Bihar)

Sub: - Submission of Technical Bid for Empanelment of Agencies for outsourcing of Manpower against your RFP Enquiry No. :

Dear Sir,

I the undersigned, am submitting our Technical bid for selection of agencies for outsourcing of Manpower in accordance with your RFP No:-..... I hereby submit our bid, in a sealed envelope.

I hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation or false information / documentation contained in it may lead to our bid is qualification.

I accept all the terms and conditions of this RFP document and we are not deviating from your terms and conditions. Our bid is binding upon us .We understand you are not bound to accept any bid you receive.

I declare that I have signed all the papers included in the RFP document with stamp.

Yours sincerely
Authorized Signature [In full and initials.

Name and Title of Signatory:.....
Name of Bidder:.....
Address:.....
Telephone (Office):.....
(Mobile):.....
Email:.....

FORMATS FOR SUBMITTING RFP & CHECK LIST

Format 1

Check List of Information/Documents Attached

Sl. No.	Particulars of Information/ Document	Format /Annexure Number	Envelope No.	Yes/No.
A. Formats to be attached with the Bid				
1	This Check List	Format 1	Envelope I	
2	Covering Letter	Format 2	Envelope I	
3	General Particulars	Format 3	Envelope I	
4	Letter of Authorization/ Power of Attorney	Format 4	Envelope I	
5	Annual Turnover and Net Worth	Format 5	Envelope I	
6	Certificate of Chartered Accountant Firm	Format 6	Envelope I	
7	Bidder's Experience	Format 7	Envelope I	
8	Current Contract Commitments/ Work -in - Progress	Format 8	Envelope I	
9	Project Completion Schedule	Format 9	Envelope I	
10	Bid Security	Format 10	Envelope I	
11	Format of Contract Performance Guarantee	Format 11	To be furnished within the period specified in the Bidding Documents after the signing of the Contract	To be furnished within the period specified in the Bidding Documents after the signing of the Contract
13	Form of Contract Agreement	Format 12	To be signed by the Client and the Successful Bidder within the period specified in the Bidding Documents after the issue of Notification of Award	To be signed by the Client and the Successful Bidder within the period specified in the Bidding Documents after the issue of Notification of Award
14	Declaration by the successful bidder toward meeting the functional guarantee.	Format 13	Envelope I	
B. Documents to be attached with the Bid as Annexures in the same order as mentioned below				
1.	Business Profile of Bidder Company/ Firm (Not more than one page of A4 size)	Annexure 1	Envelope I	
2.	Certificate of Incorporation / Registration of Bidder Company/ Firm	Annexure 2	Envelope I	
3	Memorandum and Articles of Association/ Bye- Laws of Bidder Company/ Firm	Annexure 3	Envelope I	
4	Annual Reports for the last three completed Financial Years	Annexure 4	Envelope I	
5	Attested Copies of Completion Certificates issued by the Client in respect of the	Annexure 5	Envelope I	

Sl. No.	Particulars of Information/ Document	Format /Annexure Number	Envelope No.	Yes/No.
	Projects completed as per Format – 7			
6	Attested copies of the valid Registration Certificates of CST/ State VAT/ TIN etc.	Annexure 6	Envelope I	
7	Signed and stamped copy of the Bidding Document including amendments/clarifications, if any, issued by the Client.	Annexure 7	Envelope I	
C. Information to be furnished against each Item given below				
1	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution		- -	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).		- -	
3	Has the executing Officer of BG indicated his name, designation and Power of Attorney no./Signing Power no. on the BG?		- -	
4	Is each page of BG duly signed/ initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?		- -	
5	Does the Bank Guarantees compare precisely with the Performa prescribed in the Bid Documents?		- -	
6	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG		- -	
7	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executants.		- -	

Format 2
Covering Letter
(On the Bidder Company Letter Head):

From:

(Full name and address of the Bidder Company)

To:

**Deputy Director,
Bihar Renewable Energy Development Agency (BREDA),
(A Government Agency under Energy Department),
3rd Floor, "Sone Bhawan",
Birchand Patel Marg,
Patna – 800001 (Bihar)**

Sub: Selection of Consultancy Firms/ Agency for Establishment of Providing Manpower on Outsourcing basis in Bihar Renewable Energy Development Agency (BREDA), Govt. of Bihar.

NCB No: _____ Dated _____

Sir,

In response to your above referred NCB, we hereby submit our Bid for Selection of Consultancy Firms/ Agency for Establishment of Providing Manpower on Outsourcing basis in Bihar Renewable Energy Development Agency (BREDA), Govt. of Bihar in full compliance with terms & conditions in the Bidding Documents referred to therein. A copy of the Bidding Document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms and Conditions therein. We have submitted the documents as per Checklist and requisite amount of Bid Security in the form of Bank Guarantee in the prescribed Format.

Signature _____

Seal of Bidder Company

Name _____

Designation _____

Date _____

Format 3
General Particulars

S.No.	Particulars of Items	Information given by the Bidder
1	NCB No.	
2	Bidders Proposal No. and Date	
3	Full legal name of Bidding firm with registered office address.	
4	Company Identification Number (CIN)	
5	Telegraphic Address	
6	Telephone No	
7	Fax-No	
8	E-Mail Address	
9	Corporate Status of Bidder: (Whether Private Ltd./ Public Limited/ Partnership, etc.)	
10	Name & designation of the official of the Bidder to whom all references shall be made	
11	Name and address of local representative and telephone & fax nos. If any	
12	Capital Structure of the Company i) Authorized ii) Paid up	
13	Name and address of the Bankers to the Company	
14	Details of Bid Security furnished	
15	Bid Validity period	
16	Sales Tax No. i) Central ii) State	
17	Litigations, if any, pending settlement/decision as on the date for submission of Bid.	

Seal of Bidder Company

Signature _____

Name _____

Designation _____

Date _____

Format 4

Letter of Authorization/Board Resolution/ Power of Attorney@

To:

**Deputy Director,
Bihar Renewable Energy Development Agency (BREDA),
(A Government Agency under Energy Department),
3rd Floor, "Sone Bhawan",
Birchand Patel Marg,
Patna – 800001 (Bihar)**

Sir(s),

The Letter of Authorization / Board Resolution/ Power of Attorney to sign the Bid& enter into negotiations, furnish information/clarification, data and documents requested by the Client in connection with the Bid and to sign the Contract in case the Works are awarded to the Bidder on behalf of the Bidder Company is enclosed herewith:

Seal of Bidder Company

Signature_____

Name _____

Designation _____

Date _____

@ In case Power of Attorney given by the Board of Directors/ Authorized/ competent Person of the Company already exits duly notarized by Public Notary authorizing the said person(s) to sign the Bid, enter into negotiations, furnish information/clarification, data and documents requested by the Client in connection with the Bid and to sign the Contract in case the Works are awarded to the Bidder on behalf of the Bidder Company, the same may be attached with the Bid and this form may be ignored.

Format 5

Annual Turnover and Net Worth

A. Average Annual Turnover*

Year	Amount in INR
1.	
2.	
3.	
Average Annual Turnover	

B. Net Worth@

--

Seal of Bidder Company

Signature _____
Name _____
Designation _____
Date _____

*Annual turnover represents the value of work of the project (s) completed as per the contract between the Client and the Bidder Company but does not include the value of completed work(s) of the projects in progress/under execution. Other income shall not be considered for arriving at annual turnover

@Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

Format 6

**Certificate of the Chartered Accountant Firm
(On the Letter Head of the Firm)**

We certify that the Bidder Company/Firm had an average annual Turnover of INRbased on the Annual Statement of Accounts of the three preceding completed Financial Years, calculated in the manner as provided in Format 5.

We also certify that the Bidder Company/Firm had a Net Worth of INR at the end of the preceding completed Financial Year based on the Annual Statement of Accounts for that year , calculated in the manner as provided in Format 4..

Seal of Bidder Company

Signature_____

Name _____

Designation _____

Name of the Chartered Accountant Firm

Registration Number _____

Date _____

**Format 7
Bidder's Experience**

Client Name, contact address/ telephone /fax/Email ID	Name of the work	Location of the work	No. Of Manpower provided	LOI/LO A No. and date (copy to be attached)	Office Order No. and date (copy to be attached)	Value of work Rs. Lac	Project period &Starting date
1	2	3	4	5		6	7

Seal of Bidder Company

Signature _____
 Name _____
 Designation _____
 Date _____

Format 8

Current Contract Commitments / Works in Progress

Name of the Contract	Client's Name	Value of Outstanding Work in INR	Expected Completion Date
1	2	3	4
1.			
2.			
3.			
4.			
5.			

Seal of Bidder Company

Signature _____

Name _____

Designation _____

Date _____

Format 10

Form of Contract Performance Guarantee

(To be furnished within the period specified in the Bidding Documents after the signing of the Contract)

(To be stamped in accordance with the Stamp Act, if any, of the Country/State of the issuing Bank) :

Bank Guarantee No..... & date

Issue date:

(For Rs)

Expiry date:

Claim period:

Name & Address of the Bank.

To,

(Client's Name & Address)

Whereas M/s. (hereinafter called the Contractors) have entered into a contract with the Bihar Renewable Energy Development Agency (hereinafter called the BREDA), vide Notification of Award No. dated..... of the BREDA, Selection of Consultancy Firms/ Agency for Establishment of Providing Manpower on Outsourcing basis in Bihar Renewable Energy Development Agency (BREDA), Govt. of Bihar for the order value of INR.....

1. And whereas under the terms of the said Letter of Award, the Contractor is to furnish to BREDA with a Bank Guarantee for an amount of 10% (ten percent) of the Contract Price for the due performance of the Contract and fulfilment of the terms thereof, we..... (Name of the Bank) (hereinafter referred to as the Bank) do hereby undertake to pay to the BREDA an amount not exceeding INR..... against any loss or damage caused to or suffered or would be caused to or suffered by the BREDA by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Contract.
2. We..... (Name of the Bank)..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the BREDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BREDA by reason of any breach by the same Contractor(s) of any of the terms or conditions contained in the said Contract or by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR only.
3. We..... (Name of the Bank)..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the BREDA under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or tillthe BREDA certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor (s) and accordingly

discharge the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before expiry of the period of six months from the time up to which the Guarantee continues to be enforceable, we shall be discharged from all liability under this Guarantee thereafter.

4. We..... (Name of the Bank)..... further agree with the BREDA that the BREDA shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BREDA against the said Contractor (s) and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the BREDA or any indulgence by the BREDA to the said Contractor (s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. Notwithstanding anything contained above –
- i) Our liabilities under this guarantee shall not exceed INR ----- .
 - ii) This Bank Guarantee is valid up to -----.
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if (BREDA) serve upon us a written claim or demand on or before ----- .

In witness whereof We _____ Bank Limited have executed this on this the _____ day of

Seal of the Bank

Signature _____

Name _____

Designation _____

Format 11

Form of Contract Agreement

(To be signed by the Client and the Successful Bidder within the period specified in the Bidding Documents after the issue of Letter of Award)

(To be stamped in accordance with the Stamp Act, of the State)

THIS AGREEMENT made this _____ day of _____ month of the year _____ between Bihar Renewable Energy Development Agency, a company incorporated under the Companies Act 1956, having its office at 3rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001 (Bihar) (hereinafter referred to as "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART** and _____, having its office at _____ (hereinafter referred to as the "Contractor", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Client, desirous of associating with the Contractor for the Selection of Agency for Providing Manpower on Outsourcing basis in Bihar Renewable Energy Development Agency (BREDA), Govt. of Bihar on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Client in response to Invitation for Bid (IFB) dated _____.

AND WHEREAS the Contractor had submitted its Bid for the said Project under its Covering Letter No. _____ dated _____ and the clarifications / confirmations given under cover of its subsequent letters bearing numbers, _____, _____ and _____ dated _____, and _____ respectively (all put together are hereinafter referred to as the "Bid").

AND WHEREAS the Client has accepted the Bid, as conveyed to the Contractor vide Letter of Award No. _____ dated _____ (hereinafter referred to as the "Letter of Award"), on the terms and conditions brought out in the said Letter of Award and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Letter of Award, as conveyed to the Client vide Letter No. _____ dated _____ (hereinafter referred to as the "Letter of Acceptance"), resulting into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder attached herewith which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

Article - 2.0 - Date of commencement of Contract

This Contract has come into force with effect from _____ i.e. from the date of the Letter of Award.

Article - 3.0 - Contract Documents

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as Contract Documents):

- (i) Letter of Award till the execution of Contract Agreement between the Client and the Contractor
- (ii) The Contract Agreement between the Client and the Contractor and the attachments thereto. (This Contract Agreement)
- (iii) Instructions to Bidders
- (iv) Terms & Conditions of Contract
- (v) Scope of work

- (vi) Technical Specifications
- (vii) Bid submitted by the Successful Bidder (Envelope I and Envelope II Bids)
- (viii) Corrigendum / addendum if any

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

Subject to the provisions relating to Arbitration specified in Terms & Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Client shall be final & binding on the Contractor

Article - 4.0 - Scope of Work

The detailed scope of work of the Contractor, under the Contract, has been brought out in the Contract Documents. However, the above scope of work of the Contractor shall also include such items of work as may not have been specifically brought out in the said Contract Documents but as may be necessary for the safe successful completion of the work.

Article - 5.0 - Contract Price

The total Contract Price under the Contract shall be paid a total amount as per Remuneration fixed in RfP subject to the number of employees provided and attendance as well conditions led out in point 10 of LoA.

Note: - PF and ESI benefits (both employee and employer share) shall be reimbursed over and above on the monthly remuneration fixed by BREDA.

The PF and ESI contribution of BREDA would be paid as a separate component to the service provider / Agency who would deposit and provide proof of same to BREDA every month.

Payment of bonus, gratuity and other statutory benefits to the outsourced persons will be the responsibly of contractor / service Provider. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. All the matters relating to the payments to the Contractor shall be as per the Terms and Conditions and subject to the requirements as specified in the said General Conditions of Contract.

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work so that firm could supply the required manpower within 30 days of the issue of work order.

The contract will initially be awarded for a period of two year and may be extended further for a period as decided by BREDA. The decision regarding the extension will be taken by Director BREDA which will be final & binding for all.

5% of the contract value will be increased annually provided on submission of certificate that corresponding increase has been given to the manpower deployed.

This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic.

IN WITNESS WHEREOF the Parties through their duly authorized representatives have executed these presents on the day, month and year first above mentioned, at place.

(Bihar Renewable Energy Development Agency)

(CONTRACTOR)

(Printed Name)

(Printed Name)

(Company's Seal)

(Company's Seal)

SECTION- 6
FINANCIAL BID

FINANCIAL BID

Date: _____

From
[Name, address and telephone nos. of the bidder]

To
**Deputy Director,
Bihar Renewable Energy Development Agency (BREDA),
(A Government Agency under Energy Department),
3rd Floor, "Sone Bhawan", Birchand Patel Marg,
Patna – 800001 (Bihar)**

Subject: - Submission of Financial Bid for Empanelment of Agencies for Outsourcing of Manpower against your RFP No: -BREDA/Tender/Manpower/12/2016-17.

Dear Sir,
I, the undersigned, am submitting our Financial Bid for empanelment of agencies for Outsourcing of Manpower in accordance with your RFP No..... I hereby submit the bid, in a sealed envelope.

I hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation or false information / documentation contained in it may lead to our disqualification.

I accept all the terms and conditions of this RFP document and I am not deviating from your terms and conditions. The bid is binding upon us. I understand that you are not bound to accept any bid you receive.

Yours sincerely

Authorized Signature [In full and initials].
Name and Title of Signatory:.....
Name of Bidder:.....
Address.....
.....
Telephone (Office):.....
Mobile No:.....
Fax:.....
Email.....

Financial Bid Table-A

A	B	C	D	E	F	G	H	I	K
Sl. No	Category Of Manpower	No. of Post (a)	Basic	Other Allowances	Remuneration for each manpower (F= D+E)	EPF@ (13.36 + 12)= 25.36% of "D" (G= D*25.36%)	ESI@ (4.75+ 1.75) =6.50 % of "F" (H= F*6.50%)	Total remuneration excluding EPF & ESI	Manpower Agency Service Charge For all manpower (K= I*__ %)
1	Executive Assistant	6	7860	3640	11500	1993	748	92000	
2	Stenographer	1	9570	2430	12000	2427	780	12000	
3	Receptionist	1	7860	640	8500	1993	553	8500	
4	Office Attendant	3	6450	1050	7500	1636	488	30000	
5	Housekeeping Attendant	2	6180	320	6500	1567	423	13000	
6	Monthly Total Service Charge (K)								
7	Yearly Service Charge= Monthly Total Service Charge X 12 Month								

- ❖ Minimum service charge of 10% will be admissible. If admissible service charge go below 10% then the bid of bidder summarily rejected.
- ❖ GST is payable extra as applicable on submission of invoice and required documents, Documentary evidence for the same shall be submitted to BREDA with the invoice.

- ❖ The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been completed by each employee.
- ❖ P.F and ESI benefits (both employee and employer share) shall be reimbursed over and above on the monthly remuneration mentioned above.
- ❖ The PF and ESI contribution of BREDA would be paid as a separate component to the service provider / Agency who would deposit and provide proof of same to BREDA every month.
- ❖ The wage / remuneration amount payable shall follow all government regulations, like minimum wages rules etc. Accordingly, it can be enhanced / modified from time to time, and the service provider would bring such requirement of revision to the notice of BREDA.
- ❖ Contract will be awarded to agency, having quoted the minimum service charges for all the post and is substantially responsive to the Bidding Document. In case the L1 bidder not turned out contract then the contract may be awarded to L2 or other responsive bidders on L1 bidder price.
- ❖ In case of tie a lottery system will be carried out for selection of the Bidder in the presence of financial committee and technical qualified bidders.
- ❖ 5% of the contract value will be increased annually provided on submission of certificate that corresponding increase has been given to the manpower deployed.
- ❖ The contract will initially be awarded for a period of two year and may be extended further for a period as decided by BREDA. The decision regarding the extension will be taken by Director BREDA which will be final & binding for all.

Signature with stamp_____

Date_____

Full Name_____

Address_____
