

Babasaheb Bhimrao Ambedkar Bihar University

Muzaffarpur, Bihar-842001

TENDER NOTICE

Tender No. 31 / 2023 / Housekeeping and Manpower Services Dated: 10.10.2023

Sealed tenders are invited under two bid systems through registered / speed post / courier services only from reputed and experienced agencies registered in Bihar for **providing manpower and housekeeping services** at B.R.A, Bihar University, Muzaffarpur and its constituent colleges. The Interested agencies are required to submit their technical and financial bids separately containing full information along with supporting documents, must reach in the office of the undersigned on or before **03rd November, 2023** upto **4.00 P.M.** and the same will be opened on **04th November, 2023** at **2.00 P.M.** Details are available on website www.brabu.net.

Sanjay
10.10.23

Registrar

B.R.A. Bihar University,
Muzaffarpur

Babasaheb Bhimrao Ambedkar, Bihar
University

Muzaffarpur, Bihar-842001



TENDER DOCUMENTS

FOR

“Providing Manpower and Housekeeping Services for the

Babasaheb Bhimrao Ambedkar, Bihar University Muzaffarpur

si

NOTICE INVITING TENDER/ QUOTATION

Sealed tenders/quotations are invited in 2-Bid Systems (Technical Bid & Financial Bid) from reputed and experienced agencies for **providing manpower and housekeeping services** at Babasaheb Bhimrao Ambedkar, Bihar University.

The bidders are required to read the tender documents carefully and ensure compliance with all instructions herein. Non-compliance with instructions in these documents may disqualify the bidders from the tender exercise. Babasaheb Bhimrao Ambedkar, Bihar University reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partially without assigning any reason thereof. Incomplete tenders, amendments and additions to tender after submission or tenders received after due date are liable to be ignored and rejected.

Terms and Conditions:

1. The technical and financial bids should be quoted separately and put in different sealed envelopes marked "Technical bid" and "Financial bid" as applicable. These separate bids envelopes are to be put in an outer envelope which should also be sealed and marked as
"Project Proposal" Tender for providing manpower and housekeeping services at Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur and should clearly indicate tender closing date and time.
2. Each individual sealed envelope as well as the outer envelope should be marked with the following reference on the top left hand corner: **Tender No. 31 / 2023 / Housekeeping and Manpower Services, Dated: 10.10.2023.**
3. Cutting/ Over writing will not be accepted. If there are cutting, those should be duly initiated, failing which the bids are liable to be rejected.
4. Any bids received after **03rd November, 2023** upto **4.00 P.M.** shall not be considered. Offers received within the stipulated period only will be considered. University shall not be responsible for any postal delay. All tender documents should be sent through courier, speed post or registered post only.

The Postal address for submitting the tenders is:

**The Registrar,
BRA Bihar University, Muzaffarpur,
Bihar - 842001**

5. The Technical Bids will be opened on **04th November, 2023 at 2.00 P.M.** in the presence of representative of the firm duly authorized only. The date & time for opening of Financial Bids will be informed later only to the technically qualified

bidders. In case the date mentioned above is declared Government Holiday, the date shall automatically be shifted to next working day.

6. All disputes shall be subject to the territorial Jurisdiction of court of law at Muzaffarpur only.
7. Any tender which does not fulfill all the prescribed conditions or any condition put forth by the employer shall be summarily rejected.

Note: Price bids of only those bidders will be opened whose Technical bids are found suitable as per terms and conditions of the tender by the committee constituted for the purpose. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee. Information in this regard will be intimated only to the technically qualified bidders.

8. The bidders shall keep their bid valid for minimum 120 days from the date of opening of the financial bid.
9. Bidders should go through the tender terms, conditions and specifications carefully and fill in the attached compliance statement accurately and unambiguously. They should ensure that all the required documents are furnished along with the bid.
10. Selected bidder will have to deposit Performance security as the security deposit.

Sanjay
10.10.23

Registrar

B. R. A. Bihar University

DETAILS ABOUT TENDERER

1. (a) Name of the Tender:-

(b) Status of the Tender:-.....(Company/Proprietorship/NGO/
Consortium/ Joint Venture)

2. Full Postal Address:-

.....

.....

.....

3. Telephone No:-

4. Mobile No:-

5. Fax No: -

6. E-mail Address: -

7. Name of the persons:-

Who are responsible for conduct of business?

8. PAN NO:-

9. GST NO:-

Seal of the Firm

TERMS AND CONDITIONS FOR PROVIDING SERVICES

- a) All the Housekeeping and other allied manpower should be physically fit and strong, mentally alert and preferably in the age group of 30-50 Years.
- b) Bidder will be fully responsible for any loss of property/theft on account of negligence of their duty in the campus and the cost of such losses should be borne by the agency.
- c) All Housekeeping and other allied manpower should always wear clean uniforms while they are on duty. The bidder should provide them all necessary uniform as and when required.
- d) The housekeeping and other allied manpower will have to maintain exemplary discipline and be polite always and work for the welfare of the institute and should follow the campus rules.
- e) The Bidder should sign an agreement (MOU).
- f) The period of contract will be for three years initially which may be extended further for one year subject to efficient and effective performance. Their contract can be foreclosed without assigning any reasons by giving three months' notice on either side.
- g) Monthly bills will be paid by Cheque/RTGS only to the Agency and the University will not take any responsibility to pay salary to the housekeeping and manpower or others. No advance will be paid to the agency by the University under any circumstances.
- h) In case of emergency or on special occasions when more manpower and housekeeping personnel are required by the University, then additional manpower will be provided by the agency at short notice in addition to the regular manpower on additional payment at the agreed rates man-day basis.
- i) Housekeeping and all other types of manpower deployed by the agency are strictly forbidden to take part in any labour union activities inside the campus.
- j) All types of manpower deployed by the agency should strictly avoid consumption of liquor or smoking while they are on duty.
- k) The Agency has to provide manpower as per the following details.
(Residential as well as official campus of the University): -

Sl.No.	Designation	Work Profile	Qualification	Category
1.	Programmer	To develop and maintain website, network of Bihar B.R.A. Bihar university, Muzaffarpur	MCA/B.Tech in CS with Experience	Highly Skilled
2.	Personal Secretary to VC/pro VC/FA/Registrar	To assist VC/Pro-VC/FA/Registrar in his official works.	Post Graduate with certificate course in compute	Skilled

SM

3.	Computer Operator Cum Office Assistant	English & Hindi Typing to look after front office works like receiving/dispatching the letter.	Bachelor's Degree (Having Computer Knowledge)	25,000/- (Basic Pay)
4	Draftsman	Building & other interior Drawing etc. by Auto CAD (computer aided design)	Intermediate (Science) with Certificate/Diploma Course in Auto CAD	Highly Skilled
5.	Supervisor of Manpower	Supervision of all Manpower	Intermediate	Highly Skilled
6.	Multi-Tasking Staff	Its Work will be decided by the officer of the university or According to the rules of State Govt.	Literate	Skilled
7.	Mali	Experience in gardening	10th pass with gardener Certificate	Skilled
8.	Electrician	To maintain electrical installation of the Building	ITI in Electrician 2 years experience	Highly Skilled
9.	Plumber	To maintain water supply and sanitation of the Building.	ITI in Plumber with 2 year's experience	Highly Skilled
10.	Driver	Drive the Vehicles Properly	10th Pass with Driving License & 5 yrs Experience	Highly Skilled
11.	Cook	Should be able to cook Indian Food	Literate and Having experience min-3 yrs	Skilled
12.	Housekeeping Personnel	To maintain cleanliness in the entire university as well as the residential campus	8 th pass with experience in housekeeping work.	Semi-Skilled
13.	Daily Wage Worker (Majdoor)	To perform day to day work assigned.	Having Experience of doing labour work in farmland.	Skilled Semi-Skilled Unskilled
14.	Manpower Supervisor	To supervise the duties and functions of supplied manpower	Having experience of at least 5 years	Highly Skilled

- l) The applying firm has to provide documents regarding the Annual turnover of minimum Rs. Two Crores and above during each last three years.
- m) The applying firm will quotes the ESI, EPF, Bonus, Uniform, Uniform washing, HRA and Gratuity rate in the column Daily wages Rate **on the Current rate as per the Govt. norms** as quoted in the Part A of the Financial Bid (Statutory wages and deduction should be as per norms). Bidders not quoting rates in accordance with the prescribed format will be out rightly rejected.
- n) The applying company/firm will also have to provide the Character certificate of Director in case of Company and Proprietor in case of Proprietorship Firm and self-declaration non blacklisting certificate on non-judicial stamp paper may be submitted.

Ami

- o) University reserves the right to increase/decrease the manpower as per actual requirement.
- p) The duly approved firm after the finalization of rate will have to maintain proper liaison and contact with the local police/civil administration etc. for smooth and peaceful day to day working of the B.R.A., Bihar University, Muzaffarpur.
- q) University reserves the right to increase or decrease the no. of Housekeeping personnel and other manpower, or it may cancel the tender at any stage without assuring any reason thereof by giving three months' notice.
- r) Preference will be given to the experienced agencies having experience of providing manpower services to Universities in the State of Bihar and corporate sector. Preference will be given to Local Company who has office at nearest location.
- s) The firm who will be selected for manpower supply have to submit EPF and ESI payment certificate of the supplied manpower for the last month alongwith the bill.

Agencies should submit the tender document by paying **non-refundable D.D. of Rs. 10,000 /- (Ten Thousands) only as Tender fee and EMD Amount of Rs 20,000 /- (Twenty Thousand) only in favour of Registrar, Babasaheb Bhimrao Ambedkar, Bihar University, payable at Muzaffarpur.** The tender document may be downloaded from the website: www.brabu.net. The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the Tender documents. Failure to furnish complete information as mentioned in the Tender documents or submission of a proposal not substantially responsive to the Tender documents in every respect will be at bidders risk and may result in rejection of the proposal.

Detailed proposal in two sealed envelope boldly mentioned for technical bid and financial bid complying with above requirements is to be submitted and duly superscribed "**Project Proposal Tender for providing manpower and housekeeping services** at "**Babasaheb Bhimrao Ambedkar, Bihar University** "The technical competence shall include the following terms and conditions.

1. Certificate of Registration & Memorandum under Companies Act 1956.
2. Shop and Establishment registration
3. EPF Registration of the firm.
4. ESIC Registration of the Firm.
5. GST Registration Certificate.
6. PAN Card of the firm.
7. Copy of I.T. return, Balance Sheets and P/L accounts audited by CA firm for the last three financial years (i.e. 2019-20, 2020-21 and 2021-22) should be submitted.
8. Character certificates of Director/ Proprietor.

9. Self declaration that company was not blacklisted on non judicial stamp paper of Rs 100.
10. ISO 9001:2008, ISO 27001:2013 and ISO 45001:2018 certificates.
11. OHSAS Certificate.
12. GST paid challan copy latest one year.
13. Copy of EPF challans and ECR for more than 100 Nos. of manpower during last 3 months should be submitted.
14. Labour License (If applicable)
15. Annual turnover certificate issued by CA of Rs. Two Crore and above for each last three years should be submitted.
16. Copy of 1 (one) crore solvency certificate (The certificate will be valid for 6 months from issued date).
17. Copy of valid labor license for providing manpower services other than security services should be submitted.
18. Copy of experience certificates, work orders for providing manpower Outsourcing services to Central Govt./ State Govt. & PSUs / Corporate sector in multiple state for at least 05 years should be submitted.

Note:

- i. The Bidders can form Joint Venture/Consortium. The lead member and following bidder will be responsible for successful execution of work and agreement with the officials so designated on behalf of Babasaheb Bhimrao Ambedkar, Bihar University in minimum ratio of 80:20. The Joint Venture / Consortium will have to declare the lead Bidder. A draft of the consortium agreement is there at Annexure -3 of this Bid Document.
- ii. For point no. 1 to 9 mentioned above, in case of bidder is JV/Consortium the above documents shall be mandatorily submitted for all of the constituent members.
- iii. Lead member of the JV/Consortium shall sign all the bid documents.

(To be put in a separate sealed Envelope)
1. Name and full address of the Agency/Firms (With Email Id& Tel. Mobile No.)

Part-A

Statutory wages and dedication should be as per norms

As per minimum wages act, of Govt. of Bihar/Central Govt. as revised from time to time.

Daily wage Rate Including VDA	Category	Housekeeping Personnel			Daily Wage Worker (Labour / Majdoor)			Manpower supervisor	Programmer	P.S. to VC/Pro V.C./F.A/ Registrar	Computer Operator Cum Office Assistant	Draftsman	MTS	Mail	Electrician	Plumber	Driver	Cook	Manager Supervisor	
		Semi-skilled	Skilled	Semi-Skilled	Unskilled															
Per Day (A)																				
ESI (B)	3.25% of A																			
EPF (C)	13% of A																			
BONUS (D)	8.33% of A																			
UNIFORM (E)	5% of (A)																			
UNIFORM WASHING (F)	3% of A																			
HRA (G)	8% of A																			
GRATUITY (H)	4.81% of A																			
TOTAL (I) (SUM OF A TO H)																				
Relieving charge (J)	1/6 th of I																			
TOTAL (K) (SUM OF I TO J)																				
Service Charge (L) (@ 14% - 20%) of K																				
Grand Total Sum of (K to L)																				

1. The rates mentioned above will be revised as per Bihar State Govt. notification, issued from time to time.
2. GST shall be charged as per prevailing Govt. rules.
3. Above rates are being quoted for 8 hours daily.
4. Cost of housekeeping materials will be reimbursed after submission of the purchase bill. Signature of the Tenderer

CONSORTIUM AGREEMENT/MEMORATDUM OF AGREEMENT

This Consortium Agreement/Memorandum of Agreement is executed at _____ on this ___ Day of _____, 2023.

AMONG

M/s....., Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at[acting through its Director] (hereinafter referred to as the ('Lead member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and included its successors in interest, legal representatives, administrators, nominees and assigns) of the FIRST PART.;

AND

M/s....., Individual / Firm / Company incorporated under the Companies Act, 1956 and having its Office at[acting through its Director] (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and included its successors in interest, legal representatives, administrators, nominees and assigns) of the SECOND PART.

Whereas Babasaheb Bhimrao Ambedkar Bihar University, Muzaffarpur- Bihar (hereinafter referred to as 'BRABU') has invited tender from reputed and experienced agencies registered in Bihar **for providing manpower and housekeeping services** at B.R.A, Bihar University, Muzaffarpur and its constituent colleges through tender no. _____ dated _____.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for Participating in the aforesaid tender and have decided to deduce the agreed terms in writing.

sn

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
HEREBY WITNESSES:**

1. That in premises contained herein, the lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources have formed themselves into a Consortium to participate in this BRABU's bid.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by BRABU for the bid.
3. That the Consortium has agreed to nominate Ms
as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with BRABU and for submitting the bid as well as doing all other acts and things necessary for submission of the Bid.
4. That the shareholding of the members of the Consortium for this specified purpose shall be as follows:
 - (i) The Lead Member Ms shall have per cent (__ %) of shareholding with reference to the Consortium for this specified project.
 - (ii) The Participant Member Ms shall have percent (__ %) of shareholding with reference to the Consortium for this specified project.
6. That in case to meet the requirements of bid or any other stipulations of BRABU, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution of this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any types of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (.....)
Authorized Signatory

(.....)
For (Name of company)

2. (.....)
Authorized Signatory

(.....)
For (Name of company)

DRAFT AGREEMENT FORMAT OF MOU

TO BE MADE ON NON-JUDICIAL STATMP PAPER OF Rs.1000/-

This agreement number..... is made at on theday of Between Registrar, Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur acting through, having its office at Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur, (hereinafter called First party which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the First party.

And..... having its registered office at..... (here in after called the 'agency' which expression unless repugnant to the context shall mean and include its successors its interest assigns etc.) of the Second Party

WHEREAS, the First Party is desirous to engage the Second Party for providing manpower and housekeeping services at Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur and its location within Bihar in the terms and conditions stated below including any other relevant position mentioned anywhere in this tender document. [In case of any duality or discrepancy or contradiction between different provisions/expressions in this tender document, interpretation/decision made by the First Party will be held supreme and unchallengeable and binding upon the Agency.]

1. The Second Party shall be primarily responsible for compliance to provisions of various Labour and any other laws applicable and all statutory obligations such as Wages, Allowances, Compensations, EPF, Bonus, ESI etc. relating to manpower deployed at Babasaheb Bhimrao Ambedkar, Bihar University and it locations within Bihar. The First Party shall have only liability in this regards as Principal Deplorer as per provisions of concerned laws.
2. The Second Party shall be solely responsible for any accident/medical health related liability compensation for the personnel deployed by it at Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur and its locations within Bihar as per provisions under ESI Corporation. The First Party shall have non-liability in this regard.
3. Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpuras Principal employer is committed to pay the amount for each manpower engaged through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the land like minimum Wages Act etc. in favor of employee in a manner deemed fit to ensure compliance of these laws as per contract herein mentioned between the parties i.e. the First Party and the Second party.
4. Licenses if any required for Housekeeping and Manpower Services at the site will be made available by the Second Party.

5. The Second Party shall submit the bills by the 1st day of the preceding month and the same shall be disbursed to the second party by the fifth day of the month for paying the wages to the deployed manpower before the 7th day of the month as per Minimum Wages Labour Regulations.
6. Any deliberate violation of this clause of contract or any terms and conditions mentioned any- where in this tender document or suppression of facts will attract termination of contract without any reference or any notice period. In such cases the First Party may choose to impose penalty up to 10% of the total annual value of contract or termination with penalty also.
7. In normal circumstances if any party wants to discontinue the contract at their sweet will, the same can be terminated by giving one-month notice on either side.
8. Security deposit in the shape of bank draft Valuing Rs. 5,00,000 /-(Five Lakhs only) drawn in favor of Comptroller, Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur shall be furnished by 2nd party at the time of signing agreement or contract.
9. The housekeeping personnel and manpower provided by the 'Second Party' will not claim to become the employees of Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur and there will be no Employee and Employer relationship between the personnel engaged by the 'Second party' for deployment Bihar Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur site.
10. There would be no increase in commission rates payable to the 'Second party' during the contact period.
11. The 'Second party' also agrees to comply with annexed Terms and Conditions and amendments there to from time to time.
12. The 'Second party' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Second Party' shall keep 'First party, fully indemnified against liability of tax, interest, penalty etc. Of the 'Second Party in respect thereof, which may arise.
13. In case of any dispute between the 'Second Party' and First party shall have the right to decided. However, all matters of jurisdiction shall be at local courts located at Muzaffarpur.
14. The payment will be made as per existing wages declared by Government of Bihar Government as per applicability.
15. In case of any dispute between both parties, before going to court channel of arbitration will be exhausted first as per Arbitration and conciliation act 1996. For the purpose arbitration process will be carried out through sole arbitrator appointed by the First party.

This Agreement will be valid for 3 years with effect from 2023 to and shall be extended in quantum of 1 year after mutual consent on the basis of performance.

IN WITNESS WHERE both the parties here to have caused their respective common seals be hereunto affixed/(or have hereunto se their respective hands and seals) the

Day and year mentioned above in Muzaffarpur in the presence of the witness:

For, and on behalf of **Babasaheb Bhimrao Ambedkar, Bihar University, Muzaffarpur,**
For, and on behalf of Second Party

Signature of the authorized Official

Signature of the authorized Official.

Name of the Official

Name of the Official

Stamp/Seal of B.R.A, BU, Muzaffarpur

Stamp/Seal of Second Party

SIGNEDANDSEALED

SIGNED,SEALED AND DELIVERED

Witness:

On behalf of "First party"

On behalf of "Second Party"

Name:-

Name.....

Address:-.....

Address:.....

Signature:-.....

Signature: