



**Bihar Renewable Energy Development Agency
(A Government Agency under Energy Department)**

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/12/2016-17

Bihar Renewable Energy Development Agency
(A Govt. Agency under Energy Department)
3rd Floor, "Sone Bhawan", Birchand Patel Marg,
Patna – 800001. Bihar State, India.
Tel : 0612-2507734 Fax: 0612-2506572 Website: www.breda.bih.nic.in
Email: breda@breda.in



Section-1

Notice Inviting Tender

Bihar Renewable Energy Development Agency

(A Government Agency under Energy Department)

3rd Floor, "Sone Bhawan", Birchand Patel Marg,

Patna – 800001. Bihar State, India.

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RFP No. - **BREDA/Tender/Man Power/12/2016-17**

Sl. No.	RFP Title	Selection of Agency for outsourcing of Manpower at Bihar Renewable Energy Development Agency (BREDA), Patna, Bihar
1.	Sale date of RFP documents	From 03.11.2016 (10:00 Hrs.) To 25.11.2016 (18:00 Hrs.)(Bihar Renewable Energy Development Agency", 3 rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001)
2	Cost of Bidding Document	RFP Document Cost Rs. 5,000.00 (Non Refundable) 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).
3.	Pre-bid conference	11.11.2016 at 11.00 Hrs. (Bihar Renewable Energy Development Agency", 3 rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001)
4.	Date / Time for submission of offer/Bid	28.11.2016 upto 14.30 Hrs.(Bihar Renewable Energy Development Agency", 3 rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001)
6.	Date & time for opening of Technical Bid	28.11.2016 at 15:30 Hrs. (Bihar Renewable Energy Development Agency", 3 rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001)
7.	Validity of Bid	180 days from the date of opening of Techno- Commercial Bid.
8.	Bid Security (EMD)	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	Date and time will be informed to the bidders successful in the technical bid. (Bihar Renewable Energy Development Agency", 3 rd Floor, "Sone Bhawan", Birchand Patel Marg, Patna – 800001)

Bihar Renewable Energy Development Agency (BREDA) invites RFP from reputed agencies for outsourcing of Manpower at BREDA Head Office. Category wise manpower requirement, their desired qualification, experience and eligibility of bidder has been provided in the RFP Document.

Note:-

1. The Bid Document can be downloaded from www.breda.bih.nic.in can be obtained from Accounts Office, BREDA from 03.11.2016 (10:00 Hrs.) to 25.11.2016 (18:00 Hrs.) on any working days
2. BREDA reserve right to cancel the bid without assigning any reason at any time.

Sd/-
Deputy Director
BREDA, Patna.

Section-2

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 Company / Firm / Corporation in India in the field of Consultancy / Manpower supply services. Adequate proof is need to be submitted (Mandatory).
- b) Registered office of the Manpower Company / Firm / Agency should be located in Patna. Adequate proof is to be submitted (Mandatory).
- c) Details of similar projects already executed and current in process 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 **10,00,000.00** during the preceding last three completed Financial Years.
- e) Bidder shall furnish Annual Audit Report certified by Chartered Accountant (Including Annual Statement of Accounts) for the preceding last three completed Financial Years. In proof of Bidder fulfilling the RFP requirements of the Average Annual Turnover.
- f) Bidder should have valid Service Tax registration certificate & PAN card copies of the same duly attested shall be furnished as applicable.
- g) The bidders must be registered under the Provident Fund Act, ESI Act (copies to be enclosed) etc. and registration under labour act is necessary for the successful bidder after issuance of work order.
- h) Bidder should not have been black listed by any Government Department, Organisation, Agency, Authority or any Public Sector Undertaking owned by the Government during the last three years as on the date for Bid submission, Undertaking will be required.
- i) Consortium, Joint Ventures shall not be allowed.

Part- B- Technical Evaluation

Sl. No.	Other Eligibility Criteria	Marks	Maximum Marks
1	Minimum Average Annual Turnover (MAAT) of the company for last 03 years (FY 2012-13, 2013-14& 2014-15)		20
	a) Between Rs.10/- Lakh to Rs.15/- Lakh	10	
	b) More than or equal to Rs. 15/- Lakh	20	
2	General Experience of Firm		40
	Less than 3 Projects	30	
	3 or more than 3 Projects	40	
3	Experience in Similar Geographical Areas (Bihar, Jharkhand, Orissa, Sikkim, West Bengal, Chhattisgarh, Madhya Pradesh, Utter Pradesh)		15
	Less than 3 Similar Projects	10	
	3or more than 3 Similar Projects	15	
4	Experience in Similar Projects: Experience in "Establishment of Providing Manpower on outsourcing basis for Energy / Infrastructure Sector "		25
	Cumulative value of Similar Projects of Rs. 15,00,000/- and above but less than 30,00,000/-	20	
	Cumulative value of Similar Projects of Rs. 30,00,000/- and above	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.”
- 3 Bidders are required to submit the documentary proof for the qualification mentioned in RFP.
 - 4 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.
 - 5 Corrigendum / Addendum, if any, will be published on the BREDA website www.breda.bih.nic.in itself.
 - 6 The details about of category of manpower required, their educational qualification and experience are given in Section - 4.
 - 7 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 in the RFP Box placed at BREDA Office head office at 3rd Floor, “Sone Bhawan”, Birchard Patel Marg, Patna – 800001
 - 8 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.
 - 9 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.
 - 10 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.
 - 11 BREDA will not pay any type of interest on any type of money kept with BREDA.
 - 12 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.
 - 13 **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.

14 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.

15 Contract Performance Guarantee/Security

- i. The Contractor shall provide to BREDA within 14 (fourteen) days of issue of Letter of intent, 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.

16 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.

17 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.

18 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.

- 19 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.
- 20 BREDA reserves the right to vary the number of the manpower and or delete any position altogether before and after Award of Contract.
- 21 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.

22 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.

23 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.

24 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.

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

26 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.

27 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.

28 **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.**

29 BREDA shall issue Letter of intent 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 intent.

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

31 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.

32 Signing of Contract

- As soon as possible after the issue of Letter of intent to the Contractor by BREDA, and after acceptance of LoI 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.

33 **Effective Date of Contract**

The Contract shall become effective from the date of issue of Letter of intent (LoI) to the Successful Bidder.

34 **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-3

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 one year and may be extended further for a period as decided by BREDA on yearly basis on the same terms and conditions depending on the satisfactory performance with an increment of 5% of the total contract value subjected that the same increment is also passed on to the employees and a proof for the same shall be duly submitted. The decision regarding the extension will be taken by Director BREDA which will be final & binding for all.
4. BREDA would be free to terminate the contract without giving any reason at any time after giving advance notice of one month in writing.
5. The agency should ensure that person deployed should be of good character and antecedents.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.**
13. 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.
14. 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.

15. 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.
16. 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 Service Tax 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.
17. Working hours will be as per BREDA working hours. Holidays will be same as applicable to BREDA.
18. 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.
19. TA / DA will be as per Bihar govt. Rules.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. In case outsourced employee is absent proportionate deduction shall be made from his pay, on monthly basis.
26. 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.
27. Service Tax 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.

28. 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.
29. The service provider shall provide the manpower within a week from the date of receipt of the requirement.
30. 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.

31. 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-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 (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.

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.

The contract will initially be awarded for a period of one year and may be extended further for a period as decided by BREDA on yearly basis on the same terms and conditions depending on the satisfactory performance with an increment of 5% of the total contract value subjected that the same increment is also passed on to the employees and a proof for the same shall be duly submitted. The decision regarding the extension will be taken by Director BREDA which will be final & binding for all.

❖ Detail Requirement of Outsourced Manpower

1. Executive Assistant

Post :- 08

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).

Age

- Maximum age upto 35 years at the time of joining.

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.

2. Stenographer

Post :- 01

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).

Age

- Maximum age upto 35 years at the time of joining.

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.

3. Receptionist:-

Post :- 01

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.

Age

- Maximum age upto 35 years at the time of joining.

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.

4. Office Attendant

Post :- 04

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.

Age

- Maximum age upto 35 years at the time of joining.

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.

5. House Keeping Attendant

Post :- 02

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.

Age

- Maximum age upto 35 years at the time of joining.

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:.....

Annexure – 1
Checklist

Sl.No	PARTICULARS	STATUS	
1	Earnest Money Deposit	Original copy attached	
2	Cost of Bidding Document (Non Refundable)	Original copy attached	
3	Signed & Sealed RFP Document	Original copy attached	
4	Registration Certificate	Xerox copy of Registration Certificate attached	
5	Registered office in patna.	Xerox Copy of Registered office in Patna.	
6	PAN No	Xerox Copy of PAN Card	
7	ESI registration	Xerox Copy ESI registration certificate	
8	EPF registration	Xerox Copy of EPF certificate	
9	Service Tax Registration No.	Xerox Copy of Service Tax Reg.	
10	The agency must not be blacklisted by any department or government offices	Affidavit to Notary Public	
11	Audited financial statement of last three years	Average turnover must be more than Rs 10 Lacs for last three financial years.	
	FY		Turnover
	2012-13		
	2013-14		
	2014-15		
12	Experience /Credential	Attach copy of work order	
13	General Particulars of the Bidders	Annexture-2	
14	Detailed Work Experience	Annexture-3	
15	Technical Bid	Section-5	
16	Financial Bid	Section-6	

Signature with stamp.....

Date.....

Full Name.....

Address.....

Annexure-2

Sl. No	General particulars of the Agency	Details to be filled up by the Bidder
1	(a) Name of Firm	
	(b) Regd. Address	
	(c) Address of Office in Patna	
	(d) Year of Establishment of the firm	
	(e) Contact Person's a. Name & Designation b. Tel. No Landline c. Email ID d. Fax	
2	Type of Firm: Private Ltd / Cooperative / NGO / PSU. (Please enclose copy of Memorandum/ Articles of Association / Certificate of incorporation)	
3	PAN No	
4	Service Tax Registration No	
5	ESI No.	
6	Provident Fund Account No	
7	Bank Account No., Bank Name & Branch Name	A/c No-
		Bank Name-
		Branch Name-
8	Details of bid document amount	DD No. & Date:
		Amount:
		Drawn On:
9	Details of Earnest Money Deposit (EMD)	DD No.-
		Date-
		Amount-
		Drawn On-

Signature with stamp.....

Date.....

Full Name.....

Address.....

Annexure-3

Experience detail of Agency with Government Organisation

Sl.No	Name of Organisation/ Department	Type of Outsourced Staff Supplied	Contract Value	Period		Total No. of years	Ref. No.	Page
				From	To			

Signature with stamp.....

Date.....

Full Name.....

Address.....

Annexure-4

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 intent, 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 _____

Annexure-5

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 intent)

(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 M/s _____, 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 there of issued by the Client in response to Invitation for Bid (IFB) dated _____.

AND WHERE AS 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 intent No. _____ dated _____ (hereinafter referred to as the "Letter of intent"), on the terms and conditions brought out in the said Letter of intent and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Letter of intent, 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 intent.

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 intent 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) Minutes of negotiations if any signed between the Client and Successful Bidder prior to signing of the Contract Agreement
- (iv) Instructions to Bidders

- (v) Terms & Conditions of Contract
- (vi) Scope of work
- (vii) Technical Specifications
- (viii) Bid submitted by the Successful Bidder (Envelope I and Envelope II Bids)
- (ix) 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 Rs. _____ (Rupees _____ only) exclusive of service taxes, duties, levies etc. as specified in Terms & Conditions of Contract and the Price Bid Schedules forming part of this Contract. 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 as to complete it within a period of _____ month from the date of contract agreement and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Client and the Contractor.

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
(Contents of Envelope-2)
BID SUBMISS10N FORM

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	8	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	4	6450	1050	7500	1636	488	30000	
5	Housekeeping Attendant	2	6180	320	6500	1567	423	13000	
6	Monthly Total Service Charge								
7	Yearly Service Charge= Monthly Total Service Charge X 12 Month								

- ❖ Service Tax is payable extra as applicable on submission of invoice and required documents, Documentary evidence for the same shall be submitted to BRENDA 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.
- ❖ 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 BRENDA.

Signature with stamp _____

Date _____

Full Name _____

Address _____

Annexure-6

Sl.No	Category of Manpower	Educational Qualification / Skills Desired from the Proposed Manpower	Purposed Rate of Remuneration (Rs. Per month)
1	Executive Assistant	<p>Qualifications: Graduate in any discipline from Govt. / AICT approved college / university with DCA certificate course.BCA candidate will be preferred.</p> <p>Experience: Minimum 2 Years experience in Data Entry with Hindi & English typing speed 25 to 35 wpm. Working knowledge computers viz (MS Office, Word, Excel & PowerPoint).</p> <p>Age Maximum age upto 35 years at the time of joining.</p> <p>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.</p>	11,500.00
2	Stenographer	<p>Qualifications: Graduate in any discipline from Govt. / AICT approved college / university with DCA certificate course.</p> <p>Experience: Minimum 2 Years 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).</p> <p>Age Maximum age upto 35 years at the time of joining.</p> <p>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.</p>	12,000.00
3	Receptionist	<p>Qualifications: Graduate in any discipline from Govt. / AICT approved college / university with knowledge of computer operation.</p> <p>Experience: 1 years Experience in relevant field. Should be well conversant in English & Hindi, should have pleasant personality and good behaviour / etiquettes.</p>	8,500.00

		<p>Knowledge of computer operation.</p> <p>Age Maximum age upto 35 years at the time of joining.</p> <p>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.</p>	
4	Office Attendant	<p>Qualifications: Minimum Class-12th pass.</p> <p>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.</p> <p>Age Maximum age upto 35 years at the time of joining.</p> <p>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.</p>	7,500.00
5	House Keeping Attendant	<p>Qualifications: Should be able to read and write.</p> <p>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.</p> <p>Age Maximum age upto 35 years at the time of joining.</p> <p>Job Responsibility: Up keep office premises, furniture & equipment neat & clean including lavatory and any other duty as and when assigned.</p>	6,500.00