



REQUEST FOR PROPOSAL

Outsourcing of services of Security guard,
Housekeeping (including sweeper) Staff and
Gardener in

Muzaffarpur Institute Of Technology, Muzaffarpur

RFP Number:- 06/2024-25

Issued on 09/08/2024

Department of Science, Technology and Technical Education
Government of Bihar

NOTICE INVITING TENDERS

1. Muzaffarpur Institute of Technology, Muzaffarpur has been constituted under the Department of Science, Technology and Technical Education, Government of Bihar to cater the need of technical education. The Muzaffarpur Institute of Technology, Muzaffarpur intend to select a Private Service Agency (PSA) for providing services of Security Guard (armed and Unarmed), Housekeeping (including sweeper) Staff and Gardener for a period of initially 11 months which may further be extended time to time on the recommendation of the committee duly constituted by the Principal not exceeding the maximum tenure of 3 years.
2. The contract will be signed between Muzaffarpur Institute of Technology, Muzaffarpur and the successful agency/bidder.
3. To participate in the e-tendering process, the bidder/agency are required to get themselves registered with GeM (Government e Marketplace)/ eproc2.bihar.gov.in, Portal.

4. Schedule of Events:

Sn.	Event Description	Timeline
4.1	Last date & time of downloading the RFP	Till 01/09/2024 up to 5 PM , on eproc2.bihar.gov.in , Portal, GeM/
4.2	Pre-bid meeting	Proposed date 30/08/2024 up to 05.00 PM
4.3	Submission (upload) of online bidding document.	Proposed date 09/09/2024 , on GeM/eproc2.bihar.gov.in , Portal
4.4	Submission of EMD	Offline by 09/09/2024 to Muzaffarpur Institute of Technology, Muzaffarpur
4.5	Opening of Technical Bid	Proposed date 24/09/2024 . on the GeM/eproc2.bihar.gov.in , Portal
4.6	Opening of Financial Bid	Proposed date 18/09/2024 on GeM/eproc2.bihar.gov.in , Portal
4.7	Pre- bid meeting venue	Muzaffarpur Institute of Technology, Muzaffarpur
4.8	Contact person	Principal Muzaffarpur Institute of Technology, Muzaffarpur Email : principal@mitmuzaffarpur.org

Note i.) Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office of Muzaffarpur Institute of Technology, Muzaffarpur during working period

ii) No tender will be accepted after closing date and time in any circumstances and dates mentioned here are proposed dates and it may change, you are requested to visit website regularly for any future updates or changes.

5. Bidder may also download the tender documents available from GeM/ eproc2.bihar.gov.in, [Portal](#) and submit the tender by using the downloaded document.
6. The Muzaffarpur Institute of technology, Muzaffarpur will select the Least Cost Selection (LCS) for hiring the agency for providing services of Security Guard, Housekeeping (including sweeper) Staff and Gardener.
7. The tender shall be accompanied by Earnest Money Deposit (EMD) of **Rs./- 25000 (Twenty five thousand rupees only)** in the shape of Demand Draft from any Schedule Bank in favour of Principal, Muzaffarpur Institute of Technology, Muzaffarpur & Payable at Muzaffarpur.
8. The technical and financial bids must be submitted through [GeM/ eproc2.bihar.gov.in](http://GeM/eproc2.bihar.gov.in), Portal before the date and time specified in the tender document. The Muzaffarpur Institute of Technology, Muzaffarpur doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
9. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in [GeM/ eproc2.bihar.gov.in](http://GeM/eproc2.bihar.gov.in), Portal at the respective stage(s) only.
10. 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 [GeM/ eproc2.bihar.gov.in](http://GeM/eproc2.bihar.gov.in), [Portal](#).
11. The technical bids will be opened (in e-mode/online) on the date 18/09/2024 at 11:00 AM. In the event of any of the above-mentioned day being declared a holiday/closed day for the Muzaffarpur Institute of Technology, Muzaffarpur the bids will be opened in the next working day at the scheduled time.
12. The bids must be uploaded (e-mode/online) at the [GeM/ eproc2.bihar.gov.in](http://GeM/eproc2.bihar.gov.in), [Portal](#).
13. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in above **Clause 4**.
14. The Earnest Money should be deposited on or before the closing date & time indicated in **Clause 4** above in the Muzaffarpur Institute of Technology, Muzaffarpur failing which the tenders will be treated as late tender and would be summarily rejected. Proof of the same shall be uploaded on the GeM/ eproc2.bihar.gov.in, Portal during the bid submission.

15. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the Muzaffarpur Institute of Technology the tenders/EMD will be received/opened on the next working day at the scheduled time.
16. EMD exemption as per GeM/ eproc2.bihar.gov.in, Policy. (Bidder should submit relevant document/s as per GeM/ eproc2.bihar.gov.in, Guidelines to claim exemption).
17. Muzaffarpur Institute of Technology, Muzaffarpur reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
18. For further enquiry and information, please contact to the following officers during office hours **10 AM to 5 PM, Head Clerk,** Muzaffarpur Institute of Technology, Muzaffarpur office.
19. All further notifications/Corrigendum/Addendum if any shall be posted on GeM/eproc2.bihar.gov.in, Portal.

When reading this document if you identify any errors or omissions, please advise Muzaffarpur Institute of Technology, Muzaffarpur in writing, in 15 calendar days, giving a brief description of the problem, its location within document and your contact details.

Confidentiality

This document contains privileged and confidential information pertaining to the “Selection of Private Agency for Outsourcing of Security Services of Armed and Unarmed Security Guards, Housekeeping (including sweeper) Services and Gardener in Muzaffarpur Institute of Technology. The access level for the document is specified above. The addressee should honour access rights by preventing intentional or accidental access outside access scope.

Principal

Muzaffarpur Institute of Technology, Muzaffarpur

Instruction to Bidders

1. General Instructions

- a. The bidder shall submit his bid/tender on GeM/ eproc2.bihar.gov.in, Portal.
- b. The bidder may use their Digital Signature Certificate (DSC) if they already have. They can also take Digital Signature Certificate (DSC) from any of the authorized agencies.
- c. For user-id they must get registered themselves on GeM/eproc2.bihar.gov.in, Portal **and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority (TIA).**
- d. The bidders shall submit their eligibility and qualification details, technical bid, financial bid, etc., in the online standard formats given on GeM/ eproc2.bihar.gov.in, Portal.

- e. The bidders shall upload the scanned copies of all the relevant certificates, documents etc with indexing and paging, in support of their eligibility criteria / technical bids and other certificates /documents on the GeM/ eproc2.bihar.gov.in, Portal.
- f. The bidder shall digitally sign the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- g. All the required documents should be attached at the proper place and with proper nomenclature (as mentioned in the e-forms) otherwise the tender of the bidder will be rejected.
- h. The Muzaffarpur Institute of Technology will monthly pay to the agency/bidder minimum wages, ESI & EPF (employer's contribution only), GST as per the prevailing rates notified by the concerned departments along with service charges (commission) for the outsourced manpower.
- i. The Service Charge to be quoted by the agency/bidder must be in **Indian Rupee (INR)**.
- j. GST shall be payable on total pay-out (i.e minimum wage, employer contribution towards Employees' Provident Fund (EPF), Employees' State Insurance (ESI), and service charge) to the agency (Annexure-10).
- k. The Service charge shall be calculated on total pay-out (i.e minimum wage payable to the concerned employees, employer contribution towards Employees' Provident Fund (EPF) and Employees' State Insurance (ESI)) to the agency (Annexure-10).
- l. Applicable wage rate for the deployed manpower shall be as per the Bihar Minimum wage act as applicable on date of signing of contract and compliant to changes as declared by competent authority of the state of Bihar from time to time.
- m. The Service Charge (Commission) quoted by the bidder shall remain firm and will not be subject to escalation of any description during the tenure of the contract agreement.
- n. The bill to be raised by the selected agency shall be inclusive of the monthly remuneration payable to the deployed manpower (as per the Bihar Minimum wage act applicable for the month), Employer contribution towards Provident fund, ESI, service charge & Goods and Service Tax (GST) if applicable.
- o. The bid (technical and financial details of the bidder/agency) shall be submitted on or before the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender and submission of EMD as mentioned in Clause 4, Notice Inviting Tender (NIT)) shall not be considered and would summarily be rejected.

2. Use of contract documents and information

- 2.1 The Service Provider shall not, without the Muzaffarpur Institute of Technology, Muzaffarpur prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the Muzaffarpur Institute of Technology, Muzaffarpur in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the Service Provider shall not, without the Muzaffarpur Institute of Technology, Muzaffarpur prior written consent, make use of any document or information mentioned in sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the Service Provider, every other document mentioned in sub-clause

3. Inspection of Site and Equipment

The interested bidder may visit the Muzaffarpur Institute of Technology, Muzaffarpur where the services are to be rendered, till last date of sale of tender as given in the tender schedule. The Muzaffarpur Institute of Technology shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

4. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Muzaffarpur Institute of Technology, Muzaffarpur will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

5. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language only.

6. Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, the Muzaffarpur Institute of Technology, Muzaffarpur may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it. Such an amendment will be notified on GeM/eproc2.bihar.gov.in, Portal and the same shall be binding to all prospective Bidders. Muzaffarpur Institute of Technology, Muzaffarpur will not issue any separate communication in this regard.

7. Pre-Bid Meeting

To provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Muzaffarpur Institute of Technology, Muzaffarpur. The clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next working day. The Muzaffarpur Institute of Technology, Muzaffarpur shall upload written response on the GeM/eproc2.bihar.gov.in, Portal to such requests for clarifications, without identifying its source. In case required, amendments issued, shall be binding on all prospective bidders. Further, the issue raised having been clarified shall be final.

8. Earnest Money Deposit (EMD)

- a. The tender shall be accompanied by **Earnest Money Deposit (EMD)** of Rs 25000.- (Twenty five thousand rupees only) in favour of Muzaffarpur Institute of Technology, Muzaffarpur payable at **Muzaffarpur**. It must be submitted offline, as per the terms and conditions mentioned in this document. EMD should not have been issued on a date later than the last date for submission of online bidding document i.e., 09/09/2024.
- b. Tenders must be accompanied by EMD. (EMD exemption as per GeM/eproc2.bihar.gov.in, Policy. Bidder should submit relevant document/s as per GeM/eproc2.bihar.gov.in, Guidelines to claim exemption).
- c. The EMD of unsuccessful bidder will be returned to them without any interest, after execution of the contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d. The EMD/ Bid Security shall be forfeited by the Muzaffarpur Institute of Technology hereunder or otherwise, under the following conditions:
 - ✦ If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
 - ✦ If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the Muzaffarpur Institute of Technology, Muzaffarpur from time to time.
 - ✦ In the case of selected Bidder, if it fails within the specified time limit:
 - i. to sign the contract and/or
 - ii. to furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI).

9. Bid Validity

The submitted bids shall remain valid for a period of **180 days** after the due date of submission of bids.

10. Signing of the Contract

The Contract document/Agreement between Muzaffarpur Institute of Technology, Muzaffarpur and selected agency/bidder should be executed within 21 days of the issue of the Letter of Intent (LoI). The selected agency/bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

11. Duration

The tenure of the hiring of services for security guard(s)/ Housekeeping (including sweeper) / gardener is for 1 year, which may be extended for a further period of 1 year or more on the same rates, terms and conditions based on the requirements, availability of resources and funds available with Muzaffarpur Institute of Technology, Muzaffarpur or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by agency and Muzaffarpur Institute of Technology, Muzaffarpur. Any extension shall not be the right of the agency.

12. Start of the Services and Penalty

- a. The service provider shall recruit and depute the required manpower in full conformity to the contract, within 30 days from the date of signing of the contract with the Muzaffarpur Institute of Technology, Muzaffarpur. If the services are not rolled-out within this timeline Muzaffarpur Institute of Technology, Muzaffarpur may impose a penalty of INR 200/- per day of delay per security guard/Housekeeping (including sweeper) and gardener.
- b. If service provider fails to start the services beyond 90 days, the contract shall be terminated, and the selected service provider may be blacklisted and also resulting in forfeiture of performance security/bank guarantee to which, the selected agency shall have no claims. In such a case, the Muzaffarpur Institute of Technology, Muzaffarpur shall be at the freedom to negotiate with the identified L2 bidder.

13. Sub-Contract

Sub-letting/Sub-contracting of the contract work assigned would not be allowed under any circumstances and contract may be terminated in case the agency sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action may also be taken against the agency/bidder.

14. Modification to Contract

The contract when executed by the parties (Muzaffarpur Institute of Technology, Muzaffarpur and the agency) shall constitute the entire contract between the parties (Muzaffarpur Institute of Technology, Muzaffarpur and the agency) in connection with the jobs / services and shall be binding upon the parties (Muzaffarpur Institute of Technology, Muzaffarpur and the agency). Modification, if any, to the contract shall be in writing and with the consent of both the parties (Muzaffarpur Institute of Technology, Muzaffarpur and the agency) and not otherwise.

15. Performance Security

- a. The Successful bidder shall have to furnished a performance security Rs. 200000/- (Two lak rupees only). In the shape of a Bank Guarantee issued by a scheduled Bank in favour of "Annexure 5" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all contractual obligations including warranty.
- b. The performance security should be submitted before executing the contract /signing of the contract document positively.
- c. If the agency/bidder violates any of the terms and conditions of tender document of this NIT in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Muzaffarpur Institute of Technology, Muzaffarpur and the contract may also be cancelled/terminated. Further, the agency may be blacklisted for a reasonable period as decided by the Department of Science, Technology and Technical Education/ Muzaffarpur Institute of Technology, Muzaffarpur.

16. Insurance

- a. The bidder/agency shall be responsible for insuring all its manpower, equipment (if any) etc. for accident, theft, damage, burglary etc.
- b. The Muzaffarpur Institute of Technology, Muzaffarpur shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in Muzaffarpur Institute of Technology, Muzaffarpur premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/ agency.

17. Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the bidder’s bills, under the prevailing law(s).

18. Intellectual Property Rights

The bidder/agency shall, always, indemnify and keep indemnified the Muzaffarpur Institute of Technology, Muzaffarpur free of cost, against all claims which may arise in respect of services to be provided by the bidder/agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Muzaffarpur Institute of Technology, Muzaffarpur and Muzaffarpur Institute of Technology, Muzaffarpur shall notify the bidder/agency of the same and the bidder/agency shall, at his own expenses take care of the same for settlement without any liability to the Muzaffarpur Institute of Technology, Muzaffarpur.

ELIGIBILITY & EVALUATION CRITERIA

- 1. This invitation is open to organisation who fulfil the eligibility & qualification criteria specified hereunder. **(The bidder can’t be an individual or group of individuals & Consortium)**

Sn	Eligibility Criteria	Mandatory Documents to be submitted by the bidders
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1	The Bidder should be an established entity registered under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Proprietorship Firm.	<ul style="list-style-type: none"> For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013. For Partnership Firm- Registration Certificate issued under Partnership Act 1932, along with Partnership deed. For Limited Liability Partnership (LLP) Firm- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Limited Liability Partnership Act 2008. For Proprietorship: Registration Certificate issued under Shops and Establishment Act/Copy of Income Tax Return in the name of proprietor for last assessment year/ Copy of GST Registration Certificate or certificate from a Chartered Accountant under her/his seal and signature declaring the firm to be Proprietorship Firm.
2	The bidder should have valid license as per the Private Security Agencies Regulation Act 2005 (PSARA 2005) applicable in Bihar (Bihar Private Security Agencies Rules, 2011 and Bihar Private Security Agencies (Amendment) Rules, 2017) <i>(The license should be valid for the whole state or at least for the Muzaffarpur district and should be valid through the period of the contract)</i>	Copy of the valid license issued from Home Department, Bihar, Patna under Private Securities Agencies Regulation Act (PSARA) 2005/ Bihar Private Security Agencies Rules, 2011 and Bihar Private Security Agencies (Amendment) Rules, 2017.
3	Registration under Shops and Establishment Act, 1953	Certificate issued by competent authority
4	The Bidder must have average annual turnover of not less than 1 (one) crore in last three financial years, as evidenced by the audited accounts of the company.	Audited Balance sheet and Profit & Loss Account for last three financial year.
5	The bidder must have experience of providing average minimum 100 nos. of manpower comprising of security guards / Housekeeping (including sweeper) staff and Gardeners in last three financial years to minimum 2 clients belonging to the	Self-attested copy of work order(s) or Contract Agreement(s) or Experience Certificate(s) or proof of payment, clearly mentioning the tenure of service and involved manpower as evidence of providing minimum 50 nos. of manpower.
Sn	Eligibility Criteria	Mandatory Documents to be submitted by the bidders

	Government (Central or state) Sector/PSU. Note: Any deployment of less than 3 months duration will not be considered.	
5	Bidder will provide self-attested copies of (i) PAN card of firm/agency (ii) Income tax return (ITR) of last three assessment years (iii) GST Registration Certificate (iv) EPF & ESI registration certificate	Self-attested copies of: (i) Bidder's PAN card (ii) Copy of Income Tax Return (ITR) for last three assessment years (iii) Copy of GST Registration Certificate (iv) EPF & ESI registration Certificate

2. Technical Evaluation:

The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e., timely submission, bid security, etc.), will move to the next stage of evaluation, in which technical score shall be computed based on the Scoring matrix as specified below:

Technical Evaluation Matrix				
Sn.	Particulars	Allocation of marks		Maximum Marks
1	Average annual turnover in last three financial years	>= to 1 Crore but <=2 Crore	15 marks	20 marks
		> 2 Crore	20 marks	
2	Experience with the Public Sector Undertakings/ Government Offices (Central / State/ district) in last five years	= 2 assignments Additional 5 marks for each assignment over and above 2 assignments.	10 marks 5 marks each for additional assignment up to 20 marks	20 marks
3	Total number of security guards, Housekeeping (including sweeper) Staff, and Gardener provided in last three financial years.	>=100 but <= 150	5 marks	10 marks
		>150	10 marks	
Total Marks:				50 marks

Note: Bidders score 60% or more i.e 30 marks or more, shall qualify for the financial evaluation.

3. Financial Evaluation

Financial bids shall be opened only for the vendors whose bids are found to be Technically fit/ substantially responsive and complying with minimum eligibility criteria.

- i) Muzaffarpur Institute of Technology, Muzaffarpur will open the Financial Bids of only Technically Qualified Bidders, in presence of the Nodal Officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by Muzaffarpur Institute of Technology, Muzaffarpur.
- ii) If there is any discrepancy in the financial bid, it will be dealt as per the following:
 - a. If, in the price structure quoted for the services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity) the unit price shall prevail and the total price corrected accordingly.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Muzaffarpur Institute of Technology, the bid is liable to be rejected. If the Bidder does not accept the correction of errors, its bid will be rejected and the EMD may be forfeited.

iii. In the case of more than one Bidder has quoted same minimum service charge, following process shall be followed:

- a. In case of bidding through GeM, the prevailing rules and process of the GeM portal for arriving L1, shall be followed.
- b. In case of bidding through eproc2.bihar.gov.in, the bid shall be evaluated through a lottery system and the videography of the complete process shall be kept as a record (as per order no 2988, dated 24.03.2023 of the Department of Finance, Government of Bihar – Annexure -9).

SCOPE OF THE WORK

The potential bidder/agency will deploy the Security Guard (Armed and Unarmed), Housekeeping (including sweeper) Staff and Gardeners at the Muzaffarpur Institute of Technology, Muzaffarpur.

The deployed personal must meet the following criteria:

- i. Age, at the time of deployment, should not be less than 18 years and not above 55 years. ii. The personal should be mentally sound.
- iii. Muzaffarpur Institute of Technology, Muzaffarpur shall provide the required list of manpower to the agency during the contract period. Estimated number is as following:

Sl. No	Name of the Service/Staff	Total Requirements
1	Supervisor	1
2	Security Guard Armed Unarmed	02 23
3	Housekeeping (including sweeper) staff	04
4	Gardener	2
Total		32

The number of manpower is provisional which may increase, or decrease based on the requirement of Muzaffarpur Institute of Technology, Muzaffarpur.

iv. Roles of the manpower: a)

Supervisor

- a. Coordinate with the management of the institution and minimum education qualification is 10+2 in any medium.
- b. **Should have proficiency in typing and other Computer related works. BCA degree holder, diploma holder in computer application, ITI etc will be preferred.**
- c. Assign duty to security guard/ Housekeeping (including sweeper) /Gardner and prepare reports
- d. Support in maintaining law and order in the premises with the help of the staffs and administration.
- e. Monitor all staff provided by the agency and guide them to do their work effectively
- f. Conduct routine patrols with team and submit report to the institute management
- g. Look out for suspicious persons, vandalism, or hazards with the help of security guards
- h. Respond to alarms and distress calls
- i. Coordinate and ensure all security systems, available with the institution, are working properly
- j. Any other works as assigned by the competent authority.

b) Security guard

- c. Checking and verifying the entry/exit of personnel, baggage, materials, vehicles etc., control the parking of the vehicles in proper order.
- d. Monitoring and reporting to concerned Authorities/Officials, in case of breach/breakage in fencing, encroachment, trespassing, incidents of defacement of wall
- e. Safeguard the property against theft, damage, misuse, etc.
- f. Ensure Goods, materials, equipment's etc., shall not be permitted to be taken out of the premises without valid gate pass.
- g. Ensure only the student/faculty/official and other non-teaching staff/worker having valid ID enter the premises and when workers leave the premises ensure that they do not carry any items.
- h. Wherever required, to maintain movement (entry/exit) register for the visitors' workers, vehicles etc.
- i. Any other works as assigned by the competent authority.

c) Housekeeping (including sweeper) Staff

- a. The Housekeeping (including sweeper) staff will ensure cleaning of infrastructure/facilities like; academic building, administrative building, classrooms, examination halls, auditorium, Boys Hostels, Girls Hostels, classrooms, labs, bathroom, toilets, etc and keep them neat and clean.
- b. Any other works as assigned by the competent authority.

d) Gardener

- a. Gardener will be responsible for monitoring the health of all plants and greens capes, watering and feeding plants, trimming trees and shrubs, weeding gardens, and keeping green spaces and walkways clear of debris and litter.
- b. He/she should know how to use and maintain landscaping equipment, including mowers, trimmers, and fertilizers, while following health and safety regulations.
- c. Any other works as assigned by the competent authority.

v. The agency shall maintain the following registers and produce the same to the concerned officer, on daily/weekly/monthly basis as required:

- ✦ Attendance register (Muster Roll) for security personnel however **Biometric attendance will be taken for all the staffs and will be monitored by supervisor.**
- ✦ Patrolling register (wherever required)
- ✦ Movement (entry/exit) register for outsourced/contractor workers (wherever required)

✦ Movement (entry/exit) registers for visitors. (Wherever required) ✦
Movement (entry/exit) register for vehicles (wherever required) ✦ Any
other register instructed by Security staff/ concerned.

- vi. The outsourced unarmed guard should have his own Stick (Danda/Lathi).
- vii. The Security Guard (Unarmed) should perform their duty for eight hours per shift per location. Weekly off will be given after every six working days. Agency has to arrange for reliever of Security Guards in case of absence of guard/s. If the Agency is unable to provide the reliever, the wages will be deducted for that number of days. If this absenteeism continues for more than a week. The work will be given to another security unarmed guard.
- viii. The place of duty for the Security Guard should be generally at the entrance point of the premises or the building (s). The guard should not be seen sitting during the business hours.
- ix. Selected Agency has to submit quarterly compliance data as Wage Sheet, Wage Slip, copy of ECR of EPF subscription, ESIC subscription and other concerned data pertaining to compliance of Minimum wages law and other obligations to Muzaffarpur Institute of Technology, Muzaffarpur.
- x. Agency will ensure that manpower deployed in Muzaffarpur Institute of Technology, Muzaffarpur has bank account otherwise will open saving Bank Account.
- xi. Payment to outsourced manpower by the Agency will be made only through Real Time Gross Settlement (RTGS).
- xii. The Agency will ensure timely submission of all legal deduction in the account of Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) and submit a quarterly report to the Muzaffarpur Institute of Technology, Muzaffarpur.
- xiii. Agency will not pay salary of outsourced manpower in cash/cheque/DD or any other similar kind of modes. If the Agency will not comply with this criterion, payment will not be released.
- xiv. Muzaffarpur Institute of Technology, Muzaffarpur is not liable to pay any extra cost except wages of outsourced manpower deployed in any circumstances. Decision of the Muzaffarpur Institute of Technology, Muzaffarpur in this regard will be final.
- xv. **Uniform and liveries shall be supplied by the agency for their Guard/Housekeeping (including sweeper)/ gardener on duty.** There shouldn't be any deviation in the uniform details as submitted in technical tender. The Uniform should not have resemblance with any uniform used by Armed forces/ Paramilitary or police.
- xvi. Deployment of Security Guards (Armed and Unarmed), Housekeeping (including sweeper) staff and Gardener is to be completed within a period of 30 days commencing from the date of acceptance of the offer by the Muzaffarpur Institute of Technology, Muzaffarpur. If the Agency fails to deploy the required manpower within given timeline, penalty as per section 12.a (of instruction to bidder) may be imposed.

- xvii. Agency will be responsible for all acts by the manpower provided to the institution. Any act of indiscipline/misconduct/theft or damage to movable or immovable property of the institute by the manpower provided by the agency resulting in loss to institution, shall be considered as punishable offence. Strict disciplinary action even termination of contract and /or deduction of money based on computation (in case of damage) from the performance bank guaranty.
- xviii. The personnel engaged by the agency shall not have any employee-employer or masterservant relationship with the institution and they shall not have any claim whatsoever for employment in the Muzaffarpur Institute of Technology, Muzaffarpur or for any other purposes, now or at a future date.
- xix. Except the agreed amount according to the contract, Muzaffarpur Institute of Technology , Muzaffarpur not be liable to pay any other fee/charges/due/compensation under any law applicable for such manpower.
- xx. Agency will ensure suitable training according to the expected skill from such manpower.
- xxi. The agency will abide by the rules/regulation formed by the institution/competent authority.
- xxii. The bidder/agency will be required to follow, the reservation policy of the state of Bihar, as per the Letter No. 23/Outsourcing - 01/2017 General Administration department. 14556, dated 17th November2017, and would be required to submit a certificate to this effect to Muzaffarpur Institute of Technology, Muzaffarpur. **(Refer: Annexure-6).**

TERMINATION, DISPUTE RESOLUTION & OTHER

1. Termination of Contract

- 1.1 If any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization after signing of contract, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD and/or Performance Security also, whatever it relates.
- 1.2 Notwithstanding contained here, the Muzaffarpur Institute of Technology, Muzaffarpur without prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited.
- 1.3 In case of non-requirement of Services of outsourced manpower for Muzaffarpur Institute of Technology, Muzaffarpur or under any decision from the Department of Science, Technology and Technical Education Government of Bihar, the Muzaffarpur Institute of Technology, Muzaffarpur may terminate the contract with the by issuing 30 days' notice in advance to the selected Agency/bidder.
- 1.4 **Termination for Insolvency** - If the bidder or agency becomes bankrupt or otherwise insolvent, it will inform to the Muzaffarpur Institute of Technology, Muzaffarpur within 30 days written notice to terminate the contract. The Muzaffarpur Institute of Technology, Muzaffarpur reserves the right to terminate, without any compensation, whatsoever, to the agency, and the Muzaffarpur Institute of Technology, Muzaffarpur may forfeit the performance security.
- 1.5 **Termination by Mutual Consent** - In the event the Muzaffarpur Institute of Technology, Muzaffarpur & bidder/agency mutually agrees to the terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both the parties contract may be terminated without any Legal or Financial Obligation on any Party to the contract.

2. Force Majeure

- 2.1 For purposes of this clause, Force Majeure means an event beyond the control of the bidder/agency and not involving the bidder/agency's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires,

floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

2.2 If a Force Majeure situation arises, the bidder or agency shall promptly notify the Muzaffarpur Institute of Technology, Muzaffarpur in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the bidder or agency in writing, the bidder/agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

3. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by hand or e-mail or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the Muzaffarpur Institute of Technology, Muzaffarpur and the bidder/agency.

4. Resolution of Disputes

4.1 Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.

4.2 If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Muzaffarpur Institute of Technology only.

5. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

PAYMENT & REVIEW

1. Payments

- 1.1 It is the responsibility of the service provide to make necessary payment of all the outsourced staff and thereafter submit the bill along with absentee, proof of payment in terms of UTR, monthly contribution towards EPF, ESI, GST etc.
- 1.2 The institute will process to reimburse the amount after receiving all the requisite documents mentioned at above.

2. Performance Review

Muzaffarpur Institute of Technology shall organise review meeting, on agreed parameters, to assess the performance of the agency.

TECHNICAL PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To

.....

.....

Re: Tender Notice for selection of Agency for providing services of security guard, Housekeeping (including sweeper) staff and gardener in Muzaffarpur Institute of Technology, Muzaffarpur.

Dear Sir / Madam,

We, the undersigned, offer to provide the services of security guard, Housekeeping (including sweeper) staff and gardener in Muzaffarpur Institute of Technology, Muzaffarpur in accordance with your Request for Proposal vide Ref Nodated We are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the Muzaffarpur Institute of Technology, Muzaffarpur may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of Muzaffarpur Institute of Technology, Muzaffarpur to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to Muzaffarpur Institute of Technology, Muzaffarpur any additional information it may find necessary or require to supplement or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by Muzaffarpur Institute of Technology
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with Muzaffarpur Institute of Technology or any other public-sector enterprise or any government, Central or State; and

- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the firm, are/is not a member of a/any other firm applying for selection.
- e. We certify that in regard that we have not been convicted by a court of law.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Muzaffarpur Institute of Technology, Muzaffarpur and / or the Government of Bihar in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- i. A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j. In the event of my/our being selected, I/We agree to enter a contract for the project awarded to us by the Muzaffarpur Institute of Technology.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Annexure - 2

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On a Stamp Paper of Rs.1000 duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these presents, We M/s.....
(name and address of the registered office) do hereby constitute, appoint and authorize Mr. /
Ms.....(name and residential address and PAN), duly approved by the appropriate authority of the firm/agency, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for

Tender Notice for selection of Agency for providing services of security guard, Housekeeping (including sweeper) staff and gardener in Muzaffarpur Institute of Technology, Muzaffarpur including signing and submission of all documents and providing information / responses to the <name of the institution> representing us in all matters before Muzaffarpur Institute of Technology, Muzaffarpur in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney (PoA) and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the..... day of 2024.

For _____

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

- i. The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an Authorized Director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

Annexure - 3

DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted with other restrictions/barred/convicted by any court of law for any criminal or civil offences/ declared ineligible by Government of Bihar or by any entity of state government /or Govt. of India or any local SelfGovernment body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on the date for submission of online bidding document.

And that No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder.

And that we are hereby declaring all ongoing litigations where our promoter(s) / director(s) are involved (if any) in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.
- 5.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and EMD or Performance Security (PS) till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2024

Name of the Bidder/agency

Signature of the Authorized Person

..... Name of the Authorized Person

..... Designation of the Authorized Person

Annexure - 4

PARTICULARS OF THE BIDDING ORGANIZATION

Name and full address of the Company	
Details of Registered Office: Address: Telephone No(s): Fax No(s): E-mail address (<i>Official</i>): Organisation website: Year of Incorporation:	
Turn Over of the Company (in crores) – (Attach Audited balance sheet and profit & loss account of last three Financial Year) - Average Annual Turnover:	
Income Tax Registration number (PAN)	
Goods and Services Tax (GSTIN):	
Type of registration/s (Companies Act, Partnership Act, Limited Liability Partnership Act, Proprietorship firm, Shops and Establishment Act) and licence as per (PSARA) (Attach copy of registration/licence)	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the Muzaffarpur Institute of Technology, Muzaffarpur (Attach letter of authority)	
Has the organization blacklisted by any state or central government entity or any of its undertakings, If yes, kindly give details of the govt. entity and reason for blacklisting, as on date for submission of online bidding document.	
(Authorized Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____	

Annexure - 5

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

.....
.....

Dear Sir,

WHEREAS..... (*Name of Bidder*) hereinafter called "the Bidder" has been identified and selected for the district of (*Mention the name of the district*), and has undertaken, in pursuance of Contract dated ... 2024 (hereinafter referred to as "the Contract") to implement the [Name of the project: **Tender Notice for selection of Agency for providing services of security guard, Housekeeping (including sweeper) staff and gardener in Muzaffarpur Institute of Technology, Muzaffarpur.**

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Muzaffarpur Institute of Technology, Bihar the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs./- (*..... rupees only*) to Muzaffarpur Institute of Technology, Muzaffarpur under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Muzaffarpur Institute of Technology, Muzaffarpur under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Muzaffarpur Institute of Technology, Muzaffarpur stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Muzaffarpur Institute of Technology any and all sums demanded by Muzaffarpur Institute of Technology, Muzaffarpur under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Muzaffarpur Institute of Technology, Muzaffarpur to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (*Mention the official address of the Bank*)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.

- b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that Muzaffarpur Institute of Technology, Muzaffarpur at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that Muzaffarpur Institute of Technology, Muzaffarpur may have in relation to the bidder's liabilities.
 6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Muzaffarpur Institute of Technology, Muzaffarpur or any other indulgence shown Muzaffarpur Institute of Technology, Muzaffarpur or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
 7. This guarantee shall be governed by the laws of India and only the courts of **Muzaffarour** district only, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2024

Witness 1:

Name:

(Signature)

Witness 2:

Name:

(Signature)

पत्रांक-23/आउटसोर्सिंग-01/2017, सा.प्र. 14556/

बिहार सरकार
सामान्य प्रशासन विभाग

प्रेषक,

शिवमहादेव प्रसाद,
सरकार के अवर सचिव।

सेवा में,

सभी प्रधान सचिव/सचिव।
सभी प्रमण्डलीय आयुक्त।
सभी जिला पदाधिकारी।
सचिव, बिहार लोक सेवा आयोग, पटना।
सचिव, बिहार कर्मचारी चयन आयोग, पटना।
परीक्षा नियंत्रक, बिहार संयुक्त प्रवेश प्रतियोगिता परीक्षा पर्वद, पटना।
सचिव, केन्द्रीय चयन पषद (सिपाही भर्ती), पटना।
सदस्य सचिव, पिछड़े वर्गों के लिए राज्य आयोग, बिहार, पटना।
सचिव, अति पिछड़े वर्गों के लिए राज्य आयोग, बिहार, पटना।

विषय:-

पटना-15, दिनांक 13.11.17

आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण लागू करने के संबंध में।

महाशय,

निदेशानुसार उपर्युक्त विषय के संबंध में कहना है कि सामान्य प्रशासन विभाग, बिहार, पटना के संकल्प संख्या-13876 दिनांक-03.11.2017 (छायाप्रति संलग्न) द्वारा आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण का प्रावधान लागू करने का निर्णय लिया गया है।

सम्प्रति सभी विभागों में आउट सोर्सिंग के तहत कर्मी कार्यरत हैं, जिनके संदर्भ में आरक्षण विषयक कोई लेखा-जोखा नहीं है, इसलिए सामान्य प्रशासन विभाग, बिहार, पटना के स्तर पर आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली सेवाओं में आरक्षण के संबंध में आँकड़े संधारित करने का निर्णय लिया गया है।

अतः अनुरोध है कि अपने-अपने विभागों/कार्यालयों में कार्यरत यथा भविष्य में आउट सोर्सिंग के तहत प्रदान/प्राप्त की जाने वाली आरक्षण कोटिवार कर्मियों के संदर्भ में सूचना सामान्य प्रशासन विभाग, बिहार, पटना को उपलब्ध कराने की कृपा की जाय। साथ ही आउट सोर्सिंग के तहत कर्मियों को प्राप्त करते समय इस आशय का प्रमाण-पत्र देना सुनिश्चित किया जाय कि इसमें आरक्षण के प्रावधानों का पालन किया गया है।

अनु:- यथोक्त।

विश्वासभाजन,

(शिवमहादेव प्रसाद)
सरकार के अवर सचिव।

INSTRUCTIONS FOR THE FINANCIAL BID

1. The bidder/agency have to quote the Service Charge in **Indian Rupee (INR)** up to 2 decimal place) as per below format. This format is only indicative for reference, actual financial bid is to be submitted in MS Excel format:

Particulars	Service Charge (in percentage)	Service Charge (In Words)
Service Charge per manpower per month		

Note: Service Charge to be quoted by the agency/bidder must be in percentage up to 2 decimal places only, anything after 2 decimal places shall be ignored.

2. Service charge quoted by the agency should not be less than 3.85 % (3 Percent profit & 0.85 transaction charges) and not be more than 7% (including transaction charges) of total remuneration payable per month to the manpower including employer contribution of EPF, ESI as admissible. A financial bid, which is less than the minimum or maximum prevailing service charge, shall be deemed as non- responsive and shall be summarily rejected (Annexure -9).
3. GST shall be payable on total pay-out (i.e minimum wage, employer contribution towards Employees' Provident Fund (EPF), Employees' State Insurance (ESI), and service charge) to the agency (Annexure -10).
4. The Service charge shall be calculated on total pay-out (i.e minimum wage payable to the concerned employees, employer contribution towards Employees' Provident Fund (EPF) and Employees' State Insurance (ESI)) to the agency (Annexure -10).
5. The Agency will ensure timely submission of all legal deduction in the account of Employees' Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) and submit a quarterly report to the Muzaffarpur Institute of Technology, Muzaffarpur.
6. Procedure for calculating the Total Remuneration to manpower:
- Minimum Wage Rate for the Manpower as declared by Labour Resource Department, Government of Bihar = Rs. "X"
 - Employer contribution towards E.P.F Amount = As per prevailing rate notified by the competent authority of "X" = "Y"
 - Employer contribution towards E.S.I Amount = As per prevailing rate notified by the competent authority of "X" = "Z"
 - Total Remuneration (to manpower) = (X + Y + Z).
7. TDS shall be deducted as per prevailing rule.

8. The rates quoted must be in figures as well as in words.

9. The bidder will be required to raise the invoice as prescribed under GST Act 2017 and rules therein. The Muzaffarpur Institute of Technology will pay the agency/bidder minimum wages, Employer contribution towards ESI, EPF, service charge and GST as per the prevailing rates per manpower, as per the financial bid quoted above by the bidder/agency.

10. The agency will have to submit evidence of payment of salary to outsourced manpower, in their bank account through RTGS on monthly basis, and after compliance of this only, payment for subsequent month will be disbursed to the agency.

Annexure - 8

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
THE LAST THREE FINANCIAL YEARS**

1. Attach copy of Work Order(s) or Contract Agreement(s) **and** Work Experience Certificate of last three financial years:

(Note:- Bidders may increase the rows to include additional Experience details during the last three financial years for the purpose of technical evaluation.)

Sn	Full Address of the Organization with Phone No. where Assignment done	Assignment Contract No./Work Order No.& Date	Description of Work/ Services Provided	Date of Commencement	Date of completion	Total No. of Security Guards, Housekeeping (including sweeper) and gardener provided to Government (Central or State) Sector/PSU	Please indicate the Page nos. mentioned in submitted Bid to verify/check the details
1							
2							
3							
4							
5							
....							

We certify that all the above details are correct in my knowledge and further confirm that we are aware that, our application for the captioned scope of work defined in this tender document would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2024

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:



बिहार गजट

असाधारण अंक

बिहार सरकार द्वारा प्रकाशित

3 चैत्र 1945 (श10)

(सं0 पटना 251) पटना, शुक्रवार, 24 मार्च 2023

सं० एम-4-06/2023/2988/वि०,
वित्त विभाग

संकल्प

28 मार्च 2023

विषय :- आउटसोर्सिंग के माध्यम से मानव बल की सेवाएँ प्राप्त करने एवं पारिश्रमिक भुगतान हेतु प्रक्रिया निर्धारण के सम्बन्ध में।

सम्प्रति विभागों एवं विभागान्तर्गत कार्यरत बोर्ड/निगम/सोसाइटी इत्यादि के द्वारा आउटसोर्सिंग के आधार पर विभिन्न प्रकार के मानव बल की सेवाएँ प्राप्त की जा रही हैं। इस क्रम में विभिन्न विभागों द्वारा आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने की प्रक्रिया में सेवा शुल्क की दर के संबंध में वित्त विभाग से परामर्श की अपेक्षा की जा रही है।

2. ऐसा पाया जा रहा है कि इस प्रकार की निविदा के क्रम में कई निविदादत्ता द्वारा निविदा प्राप्त करने हेतु न्यूनतम बोली के रूप में सेवा शुल्क की अद्विष्टारिक दर (यथा, 1.00 रुपये से भी कम) अंकित कर दिया जाता है। इस प्रकार के दर का कुप्रभाव सेवा दे रहे मानव बल के पारिश्रमिक पर पड़ता है, क्योंकि ऐसी स्थिति में एजेंसी द्वारा सेवा शुल्क की भरपाई हेतु अनुचित तरीके अपनाने की संभावना रहती है।

3. ऐसी स्थिति में सेवा शुल्क की दर के साथ-साथ आउटसोर्सिंग से प्राप्त मानव बल के न्यूनतम पारिश्रमिक एवं अन्य वैधानिक दायता का भुगतान ससमय सुनिश्चित कराये जाने हेतु प्रक्रिया एवं दिशा-निर्देश निर्धारित किये जाने की आवश्यकता है। वित्त मंत्रालय, वय्य प्रभाग, भारत सरकार के Office Memorandum संख्या-F.8/1/2023-PPD दिनांक-08.01.2023 द्वारा आउटसोर्सिंग के आधार पर मानव बल की सेवाएँ प्राप्त करने हेतु सेवा शुल्क की न्यूनतम एवं अधिकतम दर निर्धारित की गई है।

4. सम्बन्ध विद्यारोपसंगत आउटसोर्सिंग के आधार पर मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क की दर एवं ऐसे मानव बल के पारिश्रमिक का ससमय भुगतान हेतु निम्नवत् प्रक्रिया निर्धारित की जाती है:-

- (i). आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क न्यूनतम 3.85 प्रतिशत (3 प्रतिशत लान और 0.85 प्रतिशत संव्यवहार शुल्क के रूप में) तथा अधिकतम 7 प्रतिशत (संव्यवहार शुल्क सहित) होगी। इसी आधार पर निविदा आमंत्रित की जायेगी।
- (ii). उदात्त निर्धारित न्यूनतम सेवा शुल्क की अधिसीमा से न्यून एवं निर्धारित अधिकतम सेवा शुल्क की अधिसीमा से उच्च दर अंकित करने वाले निविदादाता की वित्तीय निविदा विचारणीय नहीं होगी। सेवा शुल्क के दर में अंकित समय में दरमालय के पश्चात 2 अंक से आगे अंकित अंक को नजरअंदाज कर दिया जायेगा।
- (iii). निविदा में यदि एक से अधिक निविदादाता द्वारा उद्धृत (Quoted) न्यूनतम सेवा शुल्क की दर समान पाई जाती है तो वेंसी स्थिति में लॉटरी के माध्यम से निविदा का निष्पादन किया जायेगा तथा इस पूरी प्रक्रिया की डिजिटोफ़ायी करायी जायेगी। निविदा के निष्पादन की पूरी प्रक्रिया में बिहार विद्युत नियमावली के सुसंगत प्रावधानों का अनुपालन अपेक्षित होगा।
- (iv). मानव बल को श्रम संसाधन विभाग द्वारा निर्धारित न्यूनतम मजदूरी एवं उस पर लागू वैधानिक देयता का भुगतान अनिवार्य होगा और इसे निविदा (Bid) का आधार नहीं बनाया जायेगा।
- (v). प्रयुक्त एजेंसी द्वारा सेवा प्रदान कर रहे मानव बल को प्रतिमाह पारिश्रमिक के भुगतान में श्रम संसाधन विभाग, बिहार सरकार द्वारा अधिसूचित न्यूनतम पारिश्रमिक के प्रावधानों का अनुपालन किया जाना आवश्यक होगा। इसके साथ ही पारिश्रमिक का भुगतान मानव बल के आधार संबद्ध बैंक खाता में Real Time Gross Settlement (RTGS) की प्रक्रिया से किया जायेगा। यह भुगतान सेवा प्राप्त कर रहे विभाग/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को राशि विमुक्ति की तिथि के तीन कार्य दिवस के अन्दर संबंधित एजेंसी द्वारा किया जायेगा। संबंधित कार्यालय/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को प्रत्येक माह की 5वीं तारीख तक प्राप्त विपत्र के आलोक में राशि का भुगतान किया जाना होगा। साथ ही सभी वैधानिक कटौती की राशि को ससमय संबंधित प्राधिकार (यथा, कर्मचारी भविष्य निधि संगठन एवं कर्मचारी राज्य बीमा निगम इत्यादि) में आउटसोर्सिंग एजेंसी द्वारा जमा कराना होगा।
- (vi). आउटसोर्सिंग एजेंसी द्वारा कर्मियों/मानव बल के मासिक पारिश्रमिक भुगतान (आधार संबद्ध खातों में) का साक्ष्य अगले माह के विपत्र के साथ उपलब्ध कराया जाना आवश्यक होगा, अन्यथा विपत्र की राशि का भुगतान अनुमान्य नहीं होगा। साथ ही वैधानिक कटौती/देयता (यथा, कर्मचारी भविष्य निधि एवं कर्मचारी राज्य बीमा अंशदान) की राशि जमा करने का साक्ष्य सहित त्रैमासिक प्रतिवेदन भी आउटसोर्सिंग एजेंसी द्वारा सेवा प्राप्त कर रहे विभाग/प्राधिकार को उपलब्ध कराया जाना आवश्यक होगा।

आदेश:- आदेश दिया जाता है कि इस संकल्प को बिहार राज्यपाल के असाधारण अंक में प्रकाशित किया जाय।

बिहार-राज्यपाल के आदेश से,
लोकेश कुमार सिंह,
 सचिव (संसाधन)।

अधीक्षक, सचिवालय मुद्रणालय,
 बिहार, पटना द्वारा प्रकाशित एवं मुद्रित।
 बिहार गजट (असाधारण) 251-571+10-डी0टी0पी0
 Website: <http://egazette.bih.nic.in>

पत्र सं०-एम-4-06/2023... 8149... वि०,
बिहार सरकार
वित्त विभाग

प्रेषक,

लोकेश कुमार सिंह,
सचिव (संसाधन) ।

सेवा में,

सभी अपर मुख्य सचिव/प्रधान सचिव/सचिव,
सभी विभागाध्यक्ष,
सभी प्रमंडलीय आयुक्त,
सभी जिला पदाधिकारी, बिहार ।

पटना-15, दिनांक-14/09/2023

विषय:- आउटसोर्सिंग के माध्यम से मानवबल की सेवायें प्राप्त करने एवं पारिश्रमिक भुगतान हेतु निर्धारित प्रक्रिया के संबंध में स्पष्टीकरण (Clarification) ।

महाशय,

वित्त विभाग के संकल्प संख्या-2988 दिनांक-23.03.2023 द्वारा आउटसोर्सिंग के माध्यम से मानव बल की सेवायें प्राप्त करने हेतु न्यूनतम एवं अधिकतम सेवा शुल्क की दर विहित करते हुये न्यूनतम मजदूरी एवं इसपर लागू वैधानिक देयता के भुगतान की अनिवार्यता, पारिश्रमिक भुगतान की प्रक्रिया तथा निविदा की प्रक्रिया इत्यादि से संबंधित विस्तृत दिशा-निर्देश दिये गये हैं ।

इस क्रम में कतिपय विभागों द्वारा GST की देयता में निहित मर्दों (यथा, यह केवल सेवा शुल्क पर देय होगी अथवा न्यूनतम पारिश्रमिक, Employer Contribution For EPF and ESI एवं सेवा शुल्क के योग पर देय होगी) एवं सेवा शुल्क की गणना में निहित मर्दों (यथा, यह केवल न्यूनतम पारिश्रमिक पर होगी अथवा कुल भुगतान पर होगी) के संबंध में मार्गदर्शन उपलब्ध कराने की अपेक्षा की गई ।

उपर्युक्त के आलोक में वाणिज्य-कर विभाग का परामर्श प्राप्त हुआ, जिसमें यह स्पष्ट किया गया कि आपूर्तिकर्ता/सेवा प्रदाता एजेंसी को किये जाने वाले कुल भुगतान (न्यूनतम पारिश्रमिक, Employer Contribution For EPF and ESI एवं सेवा शुल्क के योग) पर GST की देयता होगी ।

सम्यक विचारोपरांत विभागीय संकल्प सं०-2988 दिनांक-23.03.2023 के क्रम में निम्न तथ्य स्पष्ट किया जाता है :-

1. GST की देयता आपूर्तिकर्ता/सेवा प्रदाता एजेंसी को किये जाने वाले कुल भुगतान (यथा, न्यूनतम पारिश्रमिक, Employer Contribution For EPF and ESI एवं Service Charge) के योग पर होगी।

2. सेवा शुल्क (Service Charge) की गणना GST को छोड़कर शेष मर्दों (यथा, न्यूनतम पारिश्रमिक, Employer Contribution For EPF and ESI एवं अन्य Charges यदि कोई हो तो) के योग पर होगी ।

विश्वासभाजन,

(लोकेश कुमार सिंह)
सचिव (संसाधन) ।

14/9/2023