

**E-TENDER DOCUMENT FOR  
PROVIDING MANPOWER SERVICES  
*as per the requirement of*  
Sub-Regional Science Centre and Innovation Hub ,  
Bodh Gaya,  
Gaya, Bihar- 824231**

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

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**e-NOTICE INVITING TENDER (e-NIT)****No. 08/2024****Dated :- 10/09/2024**

1. "The Department of Science, Technology, and Technical Education (DSTTE), Government of Bihar, is the nodal department catering to the needs of Technical Education in the State. Under the aegis of DSTTE, the Bihar Council on Science & Technology (BCST) has been established at Patna, housed at the Indira Gandhi Science Complex.
2. To promote scientific awareness, education, and innovation in the region, leveraging the historical and cultural significance of Bodh Gaya. Sub-Regional Science Centre and Innovation Hub at Bodh Gaya has been developed by the National Council of Science Museums (NCSM), Ministry of Culture, Government of India for Bihar Council on Science and Technology, Science, Technology and Technical Education Department, Government of Bihar. This Science Centre comprises of Fun Science, Science and Technology Heritage of India and a Children's gallery, a taramandal, a science park and an auditorium
3. Bihar Council on Science & Technology, Patna is soliciting tender form eligible bidders for providing Manpower services for successful maintenance and operation of exhibits and galleries of Sub Regional Science Centre ,Bodh Gaya as detailed out in the scope of work of the RFP document. The RFP for selection of service providing agency is available on the website of the BCST <https://bcst.org.in/> and [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) .
4. To participate in the e-tendering process, the bidders/agency are required to get themselves registered with [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
5. The contract shall be signed between the successful bidder & Bihar Council on Science & Technology, Patna. Enquiries and clarifications (if any), shall be addressed to: Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Email id: – [pd@bcst.org.in](mailto:pd@bcst.org.in)
6. **Schedule of Events:**

Sn.	Schedule	Important dates
I	Tender No.	08/2024
II	Bid Publishing Date	10/09/2024
III	Pre bid meeting Date	18/09/2024 at 11:30 AM <b>Online/Offline</b>
IV	Last Date of submission of bid	01/10/2024 up to 11:59 PM
V	Bid opening date & Time (Technical & Financial)	Technical bid: 03/10/2024 at 11:30 AM Financial Bid: To be notified later on
VI	Bid validity period	<b>180 Days</b> (One hundred and Eighty days)

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Sn.	Schedule	Important dates
VII	Contact Person	Project Director, Bihar Council on Science & Technology IGSC- Planetarium, Adalatganj, Patna-800001 Email id: – pd@bcst.org.in
VIII	Website	<a href="https://bcst.org.in/">https://bcst.org.in/</a>

**NB: Bihar Council on Science & Technology, Patna reserves all the right to revise/change/cancel the Tender at any stage without assigning any reasons thereof.**

7. Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty thousand only) shall be submitted through online mode on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
8. The technical and financial bids as per the formats available on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) before the date and time specified in the Notice Inviting Tender (NIT). Bihar Council on Science & Technology, Patna 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 format annexed in the Tender.
10. The Bidding documents shall be submitted in the mode as mentioned below:

<b>Earnest Money Deposit (EMD)</b>	Online mode on <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>
<b>Technical Bid (Un-priced)</b>	As per format mentioned in Tender.
<b>Financial Bid (Priced)</b>	As per format mentioned in Tender.

11. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for BCST, Patna the technical/financial bid be opened on the next working day at the scheduled time.
12. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) at the respective stage(s) only.
13. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in above **section 6**.
14. All further Notifications/Corrigendum/Addendum would be notified to the bidder through appropriate channel.

**Project Director, BCST**

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## **Instruction to Bidders**

### **1. General Instructions**

- a) The bidders shall submit his bid/tender on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- b) The bidders 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 [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority (TIA).
- d) Bids not submitted, as per Performa / Instructions mentioned in this RFP document, will be summarily rejected.
- e) The bidders shall submit their eligibility and qualification details, technical bid, financial bid, etc., in the online standard formats given on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- f) 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 [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- g) The bidders 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.

### **2. 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 Bihar Council on Science & Technology, Patna shall in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

### **3. Language of the tender**

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

### **4. Amendments to Tender Documents**

At any time prior to the deadline for submission of tenders, the Bihar Council on Science & Technology, Patna may, for any reason deemed fit by it, modify the tender document/s by issuing suitable amendment(s) to it. Such an amendment will be notified on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and website (<https://bcst.org.in/>) of the Bihar Council on Science and Technology (BCST) and the same shall be binding to all prospective bidders. Bihar Council on Science & Technology, Patna will not issue any separate communication in this regard.

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## 5. 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 Bihar Council on Science & Technology, Patna or an online meeting may be scheduled. 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 Bihar Council on Science & Technology, Patna shall upload written response on [eproc2.bihar.gov.in](https://eproc2.bihar.gov.in) and website (<https://bcst.org.in/>) of the Bihar Council on Science and Technology (BCST) 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. Bidders are advised to visit the Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website and [eproc2.bihar.gov.in](https://eproc2.bihar.gov.in) regularly for any updates/ corrigendum/ amendments etc.

## 6. Earnest Money Deposit (EMD)

- a) Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty thousand only) shall be submitted as through online mode on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
- b) The EMD of unsuccessful bidders will be returned to them without any interest, after execution of the contract or 30 days of opening of bid whichever is earlier. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- c) The EMD shall be forfeited by Bihar Council on Science & Technology, Patna 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 Tender and as extended by the Bihar Council on Science & Technology, Patna 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).

## 7. Bid Validity

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

## 8. Signing of the Contract

The Contract document/Agreement between Bihar Council on Science & Technology, Patna and selected bidder should be executed within 15 days of the issue of the Letter of Intent (LoI). The selected 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.

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## **9. Duration**

The contract, if awarded, shall be valid for a period of 1 years which will be extended annually on the same terms and condition for 2 or more years based on satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, Bihar Council on Science & Technology, Patna shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Performance Security amount deposited by the bidder and initiating administrative actions for blacklisting, etc.

## **10. Sub-Contract**

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

## **11. Commencement of Services**

The Agency shall commence the work within 15 days of signing of contract with BCST.

## **12. Modification to Contract**

The contract when executed by the parties (Bihar Council on Science & Technology, Patna and the bidder) shall constitute the entire contract between the parties (Bihar Council on Science & Technology, Patna and the bidder) in connection with the services and shall be binding upon the parties (Bihar Council on Science & Technology, Patna and the bidder). Modification, if any, to the contract shall be in writing and with the consent of both the parties (Bihar Council on Science & Technology, Patna and the bidder) and not otherwise.

## **13. Performance Security**

- a. The successful bidder shall have to furnish a performance security equivalent to 5% of the bid cost, in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Project Director, Bihar Council on Science & Technology, Patna. The Bank guarantee shall be as per proforma at “Annexure VII” 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.
- b. The performance security should be submitted before executing the contract /signing of the contract document positively.
- c. If the bidder violates any of the terms and conditions of tender document in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Bihar Council on Science & Technology, Patna and the contract may also be cancelled/terminated. Further, the bidder may be blacklisted for a reasonable period as decided by the Department of Science, Technology and Technical Education/BCST, Patna.

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**ASSISTANCE TO TENDERERS/BIDDERS:-**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the **Tender Inviting Authority (TIA)**,

**PROJECT DIRECTOR,  
BIHAR COUNCIL ON SCIENCE & TECHNOLOGY,  
IGSC, PLANETORIUM CAMPUS, PATNA-80001**

Website : [www.bcst.org.in](http://www.bcst.org.in);

Email : [pd@bcst.org.in](mailto:pd@bcst.org.in)

**INSTRUCTIONS TO THE E-TENDERERS/BIDDERS FOR E-SUBMISSION OF BIDS ONLINE THROUGH E-PROCUREMENT SITE [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) FOR PROVIDING MAN POWER AS EDUCATION ASSISTANT AND TECHNICIAN (CARPENTER, FITTER AND ELECTRONICS)**

The **Sub-Regional Science Centre, Bodhgaya** is a constituent unit of the **Bihar Council on Science and Technology ,Patna** (\*hereinafter referred to as the **Council**).

**INFORMATION & INSTRUCTIONS TO THE BIDDERS:**

1. Online e-tenders are hereby invited from reputed and experienced agencies for providing man power as Education Assistant and Technician strictly as per the requirement of the Council to **Sub-Regional Science Centre, Bodhgaya- 824231** on **Outsourcing** basis on payment of **monthly lump sum composite charges** for number of personnel to be deployed as per the departmental estimate as per Govt. of Bihar prescribed rates separately indicating (a) Minimum Wages including ESI, EPF & Bonus (b) Service Charges of the agency and (c) GST component as applicable.

**The tenderer should fulfil the following eligibility criteria: -**

- (i) Should be registered either as a Company under Companies Act 1956/ 2013 or Cooperative Society under the Co-op. Society Act, 1972 or Society under the Society Act, 1960 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 or Proprietorship Firm or Joint Venture/Consortium, as the case may be, and should be in existence as such entity for not less than last five years.

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- (ii) Should be in possession of (a) Trade License, if applicable (b) PAN Card [in the name of Company/Firm or Proprietor]: (c) EPF/PF Registration (d) ESI Registration (e) Professional Tax registration (f) Registration under the Shops & Establishment Act (If mandated by the respective State Government where the services are required to be provided. In case the said Registration is not mandated by the respective State Government, where the services are required, documentary evidence issued by the concerned department needs to be uploaded to get exemption for submission of the Certificate] (g) Labour License/Registration Certificate under the Contract Labour Act, 1970 (h) GST Registration.
- (iii) The Tenderer/Bidder must have a valid license to engage in the business of providing of Manpower services in the state of Bihar issued by the respective State Govt., ***wherever applicable*** (a copy of the license should be attached as proof).
- (iv) The proprietor or any of its partners/directors of the partnership firm/company or the Secretary of the Co.op. Society / Society etc. should not have been black listed/ debarred by any of the government agencies or department or should not have been found guilty of commission of acts of moral turpitude or convicted for any economic offence or for violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations including PF/ESI authorities. Further, no past contract of such Tenderer/Bidder should have been terminated in the past 3 years on account of violation of laws or deficiency of services or breach of contract. In case of concealment of any facts in this regard, the **Council** reserves the right to cancel/terminate the contract without giving any notice. Tenderer/Bidder is required to submit the **Certificate** to this effect as per ***Annexure-IV***.
- (v) **Minimum 05 (Five) years' experience** in executing similar kind of jobs in Central Government/ State Govt./Autonomous Bodies/Public Sector Undertakings/Local Bodies / Municipalities / large Corporate Bodies. Tenderer shall attach – (a) list of such organizations with contact nos. where the Tenderer/Bidder is currently providing/ has earlier provided similar kind of services, (b) copies of work orders and (c) completion certificates/ performance certificate from such organisations in support of their claim must be attached as per ***Annexure-V***.
- (vi) **Minimum Average Annual turnover of the firm (Lead Partner in case of JV/Consortium)** should be **Rs. 50 Lakhs per year** during the last 3(three) financial years. [Tenderer shall attach relevant documents (audited report Trading, P/L & BS from authorized Chartered Accountant) with the technical bid as proof]. Also attach the Brief summary of Average Annual Turnover duly certified by authorized CA in the format attached in ***Annexure-XI***.
- (vii) The Tenderer should meet any one of the three criteria as under:
- a. Currently providing / earlier provided successfully **ONE** similar service having annual value equal to **Rs. 50 lakh** in any

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Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/Municipalities during **last three financial years.**

**OR**

- b. Currently providing / earlier provided successfully **TWO** similar services having annual value equal to **Rs. 30 lakh** in any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/Municipalities during **last three financial years.**

**OR**

- c. Currently providing / earlier provided successfully **THREE** similar manpower related services having annual value equal to **Rs. 20 lakh** in any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/other State Government or Public Sector Banks or Local Bodies/Municipalities during **last three financial years.**

In case the contract prevailed for duration more than one year, the average value of work done in a year may be worked out accordingly. The contract for duration of **less than one year shall not be considered.**

- (viii) The **net worth** of the Tenderer/Bidder **shall be positive** during the last three financial years and they are required to submit certificate issued by their Banker.

**IMPORTANT NOTE FOR BID QUALIFICATION CRITERIA:**

- Work referred above should be in the name of the Tenderer/Bidder as a single entity and not aggregates of joint venture firms/associates or cartels.
  - ‘Successfully executed work’ shall mean work under one contract with extension/s during the period April to March (last three financial years).
  - Tenderer/Bidder **should have** their **Operational Presence** in **Minimum 2 States.**
  - **Similar nature of work shall mean** “providing manpower services of Education Assistant and Technician.
  - Tenderer/Bidder **should** be capable of taking feedback, tracking staff attendance, tracking activities performed by personnel deployed at site and measuring effectiveness.
- 2.** The personnel to be deployed as **Education Assistant** must be a Bachelor Degree holder with good communication skills in English and Local languages and preference will be given to Bachelor’s degree in Science with Physics and combination of any two subject viz., Chemistry, Mathematics, **Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

Electronics, Computer Science, Information Technology, Astronomy, from a duly recognized University/institute with 3 years of work experience in conducting science/astronomy communication activities.

3. The personnel to be deployed as **Technician** must have SSC or Matriculation with certificate from ITI or equivalent in Fitter/AC/Electronics/Electrical or disciplines as applicable. They are required to undertake repair, handling of materials, installation, dismantling, packing, and maintenance of exhibit/ equipment/ instruments/ installation work.

4. **Important Information & Dates:**

<b>Departmental Estimated annual value of the contract</b>	<b>Rs.1919928/-</b> [exclusive of GST + Service Charge of the agency comprising of overhead and administrative charges for due performance of the contract.
EMD Amount	<b>Rs. 50,000/-</b>
Tenure and validity of contract	Initially 03 months on trial basis, thereafter extended for 09 months' subject to satisfactory performance of the agency/successful Tenderer/Bidder. The contract may be renewed on year-to-year basis based on the satisfactory performance for a maximum period of 03 years (including trial period) at the discretion of the Council.
Validity of tender	The validity period of the e-tender shall be at least 06 (Six) months from the date of opening of e-tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.
Bid Document Publishing Date & Time	10/09/2024
Pre Bid Meeting Date & Time	18/09/2024 at 11:30 AM <b>Online/Offline</b>
Bid Document Download End Date & Time	As per system generated.
Bid submission Start Date & Time	As per system generated.
Bid submission End Date & Time	As per system generated.
Bid Opening(Technical) Date & Time	As per system generated.

5. The bid shall be signed by a person legally authorized to enter into commitment on behalf of the Tenderer/Bidder. The Tenderer/Bidder shall submit Power of Attorney in favor of the person who is authorized to enter into commitments on behalf of the Tenderer/Bidder.

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6. **Council** will not be bound by any Power of Attorney granted by the Tenderer/Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. **Council** may, however, recognize such Power of Attorney and changes after obtaining legal advice, the cost of which will be borne by the Tenderer/Bidder.
7. The cancellation of any documents such as Power of Attorney, Partnership Deed etc. should be communicated by the Tenderer/Bidder to the **Council** in writing well in time, failing which **Council** shall have no responsibility or liability for any action taken by it on the strength of the said documents.
8. (a) Memorandum of Understanding must be uploaded in case the Tenderer/Bidder comprises of Joint venture/ Consortium/ Partnership.  
(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/ joint/partnership firm.
9. The Tenderer/Bidder **shall upload** full details of his/her ownership and control and the certificate of Incorporation along with its Memorandum of Articles of Association, if it is a Company.
10. Tenderer/Bidder or members of a partnership, joint venture or consortium shall **upload a copy of PAN Card** No. under the Income Tax Act.
11. Each Tenderer/Bidder (each member in case of partnership firm/ joint venture/ consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the **Council** subsequently finds to the contrary, the **Council** reserves the right to declare the Tenderer/Bidder as non-compliant and declare rejection of his/her bid and treat the contract if already awarded to the Tenderer/Bidder to be null and void. In case the agency is a consortium, they should submit the registration document and mention clearly the details of the lead partner and the authorized signatory.
12. There should be no legal case pending with the police / Court of Law/any Law Enforcement Agency against the Tenderer/Bidder. Certificate to this effect to be submitted by the Tenderer as per **Annexure-IV**.

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13. **All the pages of the e-tender should be signed and stamped by the proprietor of the firm or authorized signatory of the Company/Partnership Firm/Joint Venture/Consortium.** In case the tenders are signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
14. **A copy of the terms and conditions sheet(s) shall be signed & stamped on each page** and submitted with the technical bid ***as token of acceptance of terms and conditions, which shall also form an integral part of the agreement*** to be executed after award of contract for providing Manpower services as Education Assistant and Technician, as per the requirement of **Sub-Regional Science Centre, Bodhgaya.**
15. As per requirement of the **Sub-Regional Science Centre, Bodhgaya,** Tenderer/Bidder must be capable and ready to provide adequate number of female personnel.
16. Personnel deployed by the Tenderer/Bidder should be able to speak, read and write in Regional Language & Hindi and English.
17. Each Tenderer/ Bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a Tenderer/ Bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, **such bids shall be rejected/cancelled.**
18. The Tenderer/Bidder shall bear all costs associated with the preparation and submission of his/her bid and **Council** will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
19. The intending tenderers/bidders **must** read the terms and conditions of tender carefully. They should submit their bid only if they consider themselves eligible as per the laid down criteria and if they are in possession of all the documents / registrations required.
20. **Information and Instructions for tenderers/bidders, posted on website, shall also form a part of the bid document and agreement.**
21. The bid document consisting of guidelines for the requirement of the said job to be fulfilled and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://bcst.org.in> and [eproc2bihar.gov.in](http://eproc2bihar.gov.in) **free of cost.**
22. Out of the online bid documents submitted by intending tenderers/bidders, the technical bids of all respondents will be opened and scrutinized for fulfilment of mandatory eligibility conditions. **The financial bids of only those tenderers/bidders shall be opened who have deposited Earnest Money as specified above duly scanned and uploaded; and whose uploaded documents are found to be in order by the Technical Evaluation Committee (TEC) and the Tenderer/Bidder is considered eligible considering all eligibility criteria by TEC.**

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23. Those agencies not registered on the website mentioned above, are required to get themselves registered beforehand.
24. The intending tenderer/bidder must have valid Class II or Class III Certificates with signing key usage (DSC) to submit the bid.
25. **No exemption** will be allowed for submission of **Security Deposit/Retention** Money to NSIC/MSME certified firms.
26. The e-Tenders are invited under **two electronic envelopes system**. The first electronic envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's fulfilling the eligibility conditions, scanned copies of documents towards proof of payment of EMD, work plan, experience details, declarations, signed & stamped E-NIT, etc. and the second electronic envelope will be named as Financial Envelope containing Rate Quote Sheet with detailed break up of rate for execution for providing man power as Education Assistant and Technician. The bidder shall submit **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** simultaneously. The technical bids will be evaluated first and there after financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents:

- a) **TECHNICAL BID ENVELOPE** shall contain the following documents:
- i) Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty thousand only) shall be submitted as through online mode on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
  - ii) **Scanned copy** of Enlistment Order/Registration certificate with appropriate Authority/necessary license as required under the contract labour (Regulation & abolition) Act 1970 or any other act as applicable in pdf format.
  - iii) **Digitally signed e-Tender document** (along with addenda/corrigendum, if any issued to the technical bid document) should be submitted in .pdf format.  
*Hard copy of e-NIT endorsing signature and rubber seal of the bidder/tenderer on all pages should be submitted to the Bihar council on Science & Technology, IGCS, Planetarium campus, Patna on or before the due date of submitting the tender.*
  - iv) **Scanned copies** of documents of EXPERIENCE CERTIFICATES/ CONTRACT EXECUTION CERTIFICATE for providing Manpower services along with **Work Order/Letter of Intent** issued by Govt./Semi-Govt./Autonomous/PSUs/Municipal Bodies/Corporate Bodies and/or corporate firms of repute as per the e-NIT in PDF format.
  - v) **Scanned copy of Declarations and Undertaking (as per Annexure-II)** duly signed with and affixing Tenderer's/Bidder's seal

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in PDF format. Otherwise, the **Bihar council on Science & Technology, Patna** shall reject the bid.

- vi) Work plan in PDF format digitally signed showing the personnel deployment pattern and how the bidder/tenderer proposes to judiciously render for providing man power services as Education Assistant and Technician under this contract.
- vii) **Scanned copies of** Trade License (wherever applicable), Registration certificate under Shops and Establishment Act, Registration certificate/ Labour Licence under the Contract Labour Act., PAN Card, GSTIN Certificate, EPF registration certificate, ESI registration certificate, Professional Tax Registration certificate, **Valid License to engage in the business for providing man power services as Education Assistant and Technician**, in the State Bihar issued by respective State Govt., *wherever applicable*, Income Tax Returns (for last three years) and audited Balance Sheet and Profit & Loss accounts for last three years **in PDF format**.

b) **FINANCIAL BID ENVELOPE** shall contain:

- (i) Rate Quote Sheet in .XLS format.
- (ii) Tenderer/Bidder should furnish scanned copy of complete break up of their rates showing as under:
  - (a) How they will comply with the minimum wages and other statutory regulations like Basic, VDA, ESI, EPF, Outstation Charges etc. and
  - (b) The lump sum composite charges for providing number of Education Assistant and Technician personnel to be deployed as per the rate prescribed by Govt. of Bihar from time to time separately indicating (1) Service Charges of the tenderer/bidder and (2) GST component as applicable in PDF format with signature & seal. **It should also contain break-up of/justification regarding the service charges as to how they are going to meet all the obligations defined under Clause 18 of General Terms & Conditions.** Financial Bid Evaluation Committee shall have full powers to accept/reject the justification as workable or non-workable. In the absence of this break up, their tender shall liable to be rejected.
  - (c) Tenders providing non-tangible justification like **no service charge/margin/profit/operational cost will be charged in order to increase the turnover/earning reputation etc. or agreeable to execute the work quoting a margin of Re.0.01 or Re. 1.00 or such meagre amount shall be rejected. For example, a justified margin amount equivalent to 3.85% of the Departmental Estimated Value in Rupees {absolute value in Rupees to be quoted and not on percentage (%)} to be**

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**quoted towards justification for workability of the tendered service(s).** The financial Bid Evaluation Committee shall scrutinize the cost breakup/ justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability. The Committee shall have the right to reject such financial bids if, in the opinion of the Committee, the service charges quoted by the Tenderer/Bidder is found to be unworkable the decision of the Committee will be binding on the tenderers and to that effect a Declaration – cum – Irrevocable Undertaking as per **ANNEXURE-XII** to be signed and submitted by the bidder alongwith the tender document.

27. If the bidder quotes service charge with more than 2 (two) decimal points, then **the quote upto two decimal points will be taken into consideration without rounding up. If a bidder/tenderer quotes “NIL” or “Zero or its derivatives upto 0.0009 and thereof” as service charges, the bid shall be treated as unresponsive and shall be rejected summarily and will not be considered.**
28. The tenderer/bidder is required to quote their **SERVICE CHARGES comprising of** – a) administrative & overhead charges, (b) uniform and tools & tackles for the personnel deployed, (c) insurance of personnel deployed, for due performance of the contract **as per the details given in Clause No. 18 of General Terms & Conditions in the Rate Quote Sheet/BOQ.**
29. **In case of a tie for successful bidder, the lottery system will be followed. The Tender Committee may conduct the draw and outcome of the draw shall be final and binding on all the Tenderers/Bidders contesting for successful bidder position.**
30. The Tenderer/Bidder is liable to pay minimum wages plus the allied benefits like ESI, EPF etc. as per Law to the personnel deployed by them for the purpose and also abide by regulations under minimum wages act as prescribed by the Govt. of Bihar from time to time.
31. Service charges should be quoted in one lumpsum and **not on percentage basis.** Service charges shall remain unchanged throughout the tenure of the contract including its renewal periods. **In case the service charge is quoted by tenderer/bidder on percentage basis, the e-tender shall be summarily rejected.**
32. The **Bihar council on Science & Technology, Patna** does not bind itself to accept the lowest e-tender/bid and has the right to reject or accept any or all the e-tenders/bids; received without assigning any reason whatsoever.
33. Canvassing in connection with e-tenders/bids is strictly prohibited and the e-tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.

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34. E-tenders incorporating **additional conditions** are liable to be **rejected**.
35. The tenderer(s) **must declare** in writing that neither he/she nor any of their Directors/Partners are in anyway related to any officer in the **Bihar council on Science & Technology, Patna** or any of its constituent units as per the format given in **Annexure – II**.
36. Apart from GST as specified above, any other statutory tax in respect of this contract will be reimbursed as per the applicable rates prescribed by the Government of Bihar from time to time.
37. Before submitting the e-tender, the tenderer shall assess the quantum of work/responsibility requirements on part of the agency after going through the scope of work requirement for Providing Manpower services, conditions of contract and after inspection of the site if necessary.
38. Subject to fulfilment of the conditions as laid down in **Clause No. 22 and Clause No. 26 (Information and Instructions to the Bidders)**, the Financial Bid envelope shall be opened by a duly constituted committee of the Council.
39. It may be noted that the Technical Bid Envelope which are not found in order as per requirement of Sub-Regional Science Centre, Bodhgaya shall be summarily rejected.
40. E-tenders which do not fulfil any of the above conditions and/or are incomplete in any respect are liable for **summarily rejection and the same shall be uploaded in the eproc2 Portal before opening of the Financial Bids**.
41. Earnest Money is liable to be forfeited if the successful e-tenderer/bidder selected for the for providing man power Services as Education Assistant and Technician fail to take up the work and sign the formal agreement within 15 days from the date of issue of Letter of Intent to them.
42. The successful tenderer will be awarded the services for Providing Manpower Services by the Council and given stipulated time which shall be counted from the date of issue of the LOI. During this intervening period, the successful tenderer shall check the work requirement. The successful tenderer shall also mobilise all its resources and sign an Agreement with Bihar council on Science & Technology, Patna in approved format on a non-judicial stamp paper of appropriate value .
43. The **validity period of the e-tender** shall be 06 (SIX) months **from the date of opening of e-tenders**. This period may be extended suitably if the decision regarding issue of Letter of Intent is delayed for any reason.
44. **Refund of EMD**
  - a) The EMD of unsuccessful bidders will be returned to them without any interest, after execution of the contract or 30 days of opening of bid whichever is earlier. The EMD of the

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successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.

b) The EMD shall be forfeited by Bihar Council on Science & Technology, Patna 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 Tender and as extended by the Bihar Council on Science & Technology, Patna from time to time.
- In the case of selected bidder, if it fails within the specified time limit:

iii. to sign the contract and/or

iv. To furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI).

45. **Before the award of work**, if any Tenderer/Bidder **withdraws his/her bid** during the period of validity (i.e. six months from the date of opening of e-tender) or makes any modification in the terms and conditions of the bid which are not acceptable to **Bihar council on Science & Technology, Patna** shall, without prejudice to any other right or remedy, be at liberty to **forfeit the EMD absolutely**.

46. **After award of work**, if the successful Tenderer/Bidder **refuses or neglects to execute the contract or fails to furnish the required security deposit/retention money within the time frame specified** by the **Bihar council on Science & Technology, Patna** the EMD will stand forfeited fully and award of contract shall stand cancelled and the successful Tenderer/Bidder **shall be blacklisted** for participating in e-Tenders in BCST and its constituent units in future.

47. The Project Director, **Bihar council on Science & Technology, IGSC Patna-80001** reserves the right to disallow/reject candidatures of past/current agencies who have/are rendering services and whose past/ongoing performance was/is below par and usually poor (e.g. invoking of penalty clause/notice issues for non-compliance of terms and conditions of agreement and any other irregularities in execution of contract).

48. The Project Director, **Bihar council on Science & Technology, IGSC Patna-80001** reserves the right to verify the credentials submitted by the tenderer/bidder at any stage (before or after the award of work). If at any stage, any information/documents submitted by the tenderer is found to be incorrect/false or have some discrepancy which disqualifies the Tenderer/Bidder, then the following action will be taken:

- (a) Forfeit the entire amount of EMD and/or Security Deposit submitted by the tenderer/bidder and also the successful bidder after award of contract.

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- (b) Terminate the contract, if already awarded.
- (c) The tenderer/bidder shall be liable for debarment from e-tendering in any units of BCST, apart from any other appropriate contractual/legal action

**49. Clarification of e-tender document/Pre-Bid Meeting: -**

In case the bidder has any doubt about the meaning of anything contained in the e-tender document, he/she shall seek clarification during the PRE-BID MEETING on the designated date and time as mentioned in e-Notice Inviting Tender.

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## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

1. The Agency must note that ***there will be no revision in the service charges of the agency during the entire period of contract.*** However, *in case of revision of minimum wages or any other statutory charges made by the Government of Bihar the lump-sum composite service charges shall be revised to the extent of the liabilities arising on that account only.*

### **RESPONSIBILITIES OF THE AGENCY: -**

2. The Agency shall take the responsibility of providing Manpower services for that all statutory wages and allied benefits like P.F., ESI etc., as prescribed by the **Government of Bihar** from time to time, are paid to personnel deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the **Government Of Bihar** for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to the personnel deployed by them for the purpose in time as prescribed in e-NIT. In case the **minimum wage/wage** of any personnel engaged by the Tenderer/Bidder **crosses Rs. 21,000/- per month**, such person is **exempted from the purview of the Bonus Act** and *no contribution to be paid/reimbursed by the Council.*
3. In case the **minimum wage/wage** of any personnel engaged by the Tenderer/Bidder **crosses Rs. 21,000/- per month**, such person is **exempted from the purview of the E.S.I Act** *and no contribution to be paid/reimbursed by the Council.* In that case, insurance policy covering the risk under the Workmen Compensation Act, 1923 for this/these exempted person/personnel may be taken from nationalized insurance companies only (viz. National Insurance Co. Ltd., Oriental Insurance Co. Ltd., The New India Assurance Co. Ltd., United India Insurance Co. Ltd.) & the premium amount (premium is normally calculated based on age & monthly earning of such person/personnel as per the Workmen Compensation Act, 1923) will be reimbursed by the Sub-Regional Science Centre, Bodhgaya to the Tenderer/Bidder. If the area of Sub-Regional Science Centre, Bodhgaya is not covered under the ESI Scheme/Act, the Tenderer/Bidder is required to take an insurance policy as per the Workmen Compensation Act, 1923 for the personnel engaged in such Sub-Regional Science Centre, Bodhgaya and premium amount will be reimbursed to the Tenderer/ Bidder after production of the premia receipt(s) of the personnel engaged by them.
4. The Agency shall be responsible for making payment of minimum wage applicable as per Govt. of Bihar or the minimum wages rates prescribed by the local Government/Authorities where the services are to be rendered, whichever is higher. Wages to be paid by the Agency to its employees deployed at the **Sub-Regional Science Centre, Bodhgaya** for

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the purpose of this contract as per the provision of the Payment of Wages Act, 1936.

5. **(A)The Agency shall submit the proof of having deposited the amount of contributions claimed by them on account of ESI and EPF towards the persons deployed at the Sub-Regional Science Centre, Bodhgaya for the purpose of this contract in their respective names each month while submitting their GST compliant bills for the subsequent month.** In order to substantiate the proof of payment, the **agency must submit** GST challan, ESI challan, EPF challan and copy of salary disbursement document with details of head of payment (wage & allowances) and all deductions (PF, ESI, etc.) of the personnel deployed by them along with their particulars and proof of transfer of wages into the respective bank accounts of the deployed personnel to **Sub-Regional Science Centre, Bodhgaya**. In case EPF & ESI payment, one of the **following documents shall be provided along with corresponding EPF and ESI challan:**

- (a) ECR challan along with scroll of the employees / EPFO TRRN query status with successful payment confirmation generated from official website of EPFO.
- (b) EPF Account statement/ any authenticated document received from EPFO showing the entries of the amount credited.
- (c) ECR challan along with scroll of the employees generated from the website of ESIC.

*In case **non-deposit of EPF / ESI by the agency**, the amount equal to **the share of EPF/ESI in respect of employer and employees shall be withheld** and other components of invoice shall be paid in the first instance.*

**If the agency fails to pay the contributions of EPF/ESI in respect of employees and employer in the subsequent month then the contract may be terminated by forfeiting the security deposit of the contractor besides debarring the agency for 3 years from participating in the future e-tender process of BCST and its constituent units.**

**(B)Copies of the quarterly, half-yearly & annual returns of GST, ESI, EPF and Professional Taxes shall be submitted after its submission to the concerned authorities.**

*For compliance of above requirement for providing services, the agency shall deploy only those personnel who meet the below mentioned qualification and experience and are able to perform the entrusted work.*

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<i>Services required</i>	<i>Minimum qualification and experience of personnel to be deployed</i>	<i>Duty to be performed</i>
<i>Education Assistant</i>	<i>Bachelor Degree holder with good communication skills in English and Local languages and preference will be given to Bachelor's degree in Science with Physics and combination of any two subject viz., Chemistry, Mathematics, Electronics, Computer science, Information Technology ,Astronomy from a duly recognized University/Institute with 3 years of work experience</i>	<i>Conducting Astronomy related educational programmes including demonstration /lecture in the Planetarium/Regional Science Centre helping seniors in development of planetarium shows/demonstration, organization of events programmes throughout the years, visitors research publicity, public relations and other works assigned from seniors.</i>
<i>Technician</i>	<i>SSC or Matriculation with certificate from ITI or equivalent in the electronics /electrical./Fitter /AC/Refrigeration or disciplines as applicable</i>  <i>i. candidate must have one year of work experience</i>	<i>Operation, repair fabrication, handing, packing installation and maintenance of exhibits/equipment/instruments/ installations assisting technical assistants in their works.</i>

6. The Agency shall pay wages to the personnel deployed by them in their respective Bank Accounts latest by the 7<sup>th</sup> of every month through e-transfer and shall produce copy of acquaintance roll and bank remittance statement every month along with their bill.
7. **The agency shall maintain good liaison** with local officials, Education, Department of Science, Technology & Technical Education, Police Station, Traffic Guard and Fire Service Department concerned for any law and order or unforeseen situation related assistance from them.
8. **A performance security** equivalent to 5% of the annual value of contract is to be deposited by the Agency either in the form of Bank Guarantee issued by a scheduled bank in favour of **Project Director, Bihar Council on Science & Technology, Patna** to cover the risk or any loss **caused to the Sub-Regional Science Centre, Bodhgaya** due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or personnel deployed by them for the purpose of the contract, or any breach of contract of whatsoever nature or on the part of the agency. In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by the Sub-Regional Science Centre, Bodhgaya, shall be final and binding on the bidder/tenderer and the same shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit at the discretion of the competent authority of the Council.

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9. The Performance Security will be returned to the successful bidder, **only on the satisfactory performance of the contract and on fulfilment of all statutory obligations and payments.**
10. During the period of this contract, the Agency shall provide proper service for providing manpower as Education Assistant and Technician perform their duties diligently, honestly and to the entire satisfaction of the Council/Centre. The Agency shall constantly keep in touch with the Sub-Regional Science Centre, Bodhgaya regarding their for providing man power as Education Assistant and Technician services and abide by all instructions and directives issued by the authority of the Sub-Regional Science Centre, Bodhgaya in this regard.

*The Agency shall give or provide all necessary superintendence during the execution of the for providing man power as Education Assistant and Technician related assignment for proper fulfilment of their obligations under the contract.*

11. The Agency shall maintain all relevant registers, documents in the premises of the **Sub-Regional Science Centre, Bodhgaya**, as per proper format prescribed under the concerned Acts and/or as required by the **Sub-Regional Science Centre, Bodhgaya**, which may have to be presented for inspection of the concerned Labour Authorities/ Authorities of the **Sub-Regional Science Centre, Bodhgaya**. The agency shall also put up a notice board displaying the minimum wages applicable at the place of service prescribed by the Government of Bihar from time to time.
12. The Agency shall maintain complete official records of disbursement of wages/salary showing specifically details of all deduction such as ESI, EPF, Professional Tax etc. in respect of all the persons deployed in the premises of **Sub-Regional Science Centre, Bodhgaya**. The agency shall maintain separate personal files in respect of all its persons, who are engaged for the purpose of this contract. The personal files shall consist of personal details such as name, address, date of birth, residential address (both present and permanent) and all grievances recorded by the person(s) vis-a-vis action taken etc.
13. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of the Sub-Regional Science Centre, Bodhgaya for the purpose of this contract and shall keep the Sub-Regional Science Centre, Bodhgaya indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part and any liability, claims, losses or damages sustained by them for reasons of any breach of contract, wrongful act or negligence of the agency or any of its personnel engaged for the purpose of this contract.

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14. The personnel deployed by the agency for carrying out the work under the contract shall not claim, in any way, that they are the employees of the Council/Centre.
15. The Agency shall not deploy any unfit person (or person having any contagious disease) or persons below the age of 18 years and above 40 years of age for performing For providing man power as Education Assistant and Technician services in the **Sub-Regional Science Centre, Bodhgaya**. In this regard, agency shall submit annual return to the **Sub-Regional Science Centre, Bodhgaya** authority in respect of age/date of birth and medical fitness of their deployed For providing man power as Education Assistant and Technician personnel. The person(s) found medically unfit / physically deteriorated at any point of time will not be allowed to perform duties and the agency will be responsible to replace such person(s) within 24 hours.
16. The Agency shall deploy only those personnel for providing man power as Education Assistant and Technician who have cleared police **verification at the time of their deployment**. *In case any deployment is made in very short notice due to exigency, their police verification must be submitted within 30 days. The agency shall also make periodical police verification of the particulars of their personnel deployed at their own cost. The agency shall issue proper identity cards to those employees who are deployed by them at any point of time for the purpose of this contract in order to facilitate verification of their identity by the Council/centre. They shall always wear the identity card while inside the premises of the Sub-Regional Science Centre, Bodhgaya on duty. They shall also abide all the protocols/instructions issued by the Centre for safe, healthy and proper behaviour at the work place.*
17. The Agency shall be liable to comply with the directions of the **Sub-Regional Science Centre, Bodhgaya, to replace any personnel deployed by them within 24 hours of receipt of such direction** & ensure proper and adequate services. The Agency shall take consent of the Sub-Regional Science Centre, Bodhgaya in case they prefer to replace/remove any personnel deployed by them with reasonable justification.
18. Providing man power as Education Assistant and Technician personnel deployed by the agency in the **Sub-Regional Science Centre, Bodhgaya** shall be in proper uniform and should be neat and clean *while on duty*. **The agency shall, at their cost, supply** uniform, shoes & socks, gloves including rain coat & woollen clothing and other accessories as well as stationery required for carrying out the for providing man power as Education Assistant and Technician and take necessary/appropriate insurance to cover the risks, damages or injuries etc. as mentioned in Clause 25 of the General Terms & Conditions. **The agency should include expenses for above mentioned items/materials in the service charges to be quoted by them in the Financial Bid.**

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19. The Agency shall be responsible for observance and compliance of different industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of the **Sub-Regional Science Centre, Bodhgaya** by providing man power as Education Assistant and Technician personnel engaged by the Agency.
20. The **Sub-Regional Science Centre, Bodhgaya** shall have no responsibility for providing living accommodation to the personnel deployed by the Agency.
21. The Sub-Regional Science Centre, Bodhgaya shall pay to the Agency nothing more than the amount as may be due under the contract terms.
22. Any extra/additional for providing man power as Education Assistant and Technician related services arising out of special programmes or exigencies and beyond the scope of this agreement shall be negotiated separately by a duly constituted committee of the **Sub-Regional Science Centre, Bodhgaya**. The Agency shall provide the necessary extra manpower corresponding to the requirement of services immediately for which advance intimation would be given by the Council. The Council also reserves the right to reduce/enhance the deployment of personnel to any extent in exigency situations. Any such augmentation or reduction of for providing man power as Education Assistant and Technician as per the requirement of **Sub-Regional Science Centre, Bodhgaya** from time to time, should be followed scrupulously by the agency. However, in such case, the monthly lumpsum composite charges shall be paid to the agency based on the wages & statutory obligations of actually deployed personnel keeping the Service Charges (overhead & administrative charges) of the agency unchanged/shall not be revised.
23. The **Sub-Regional Science Centre, Bodhgaya** shall pay to the Agency nothing more than the amount as may be due under the contract terms.
24. **Sub-Regional Science Centre, Bodhgaya** shall accept no liability explicit or implicit for, nor any financial or other consequences arising from, sickness, injury, damages, partial or full disability or death of the For providing man power as Education Assistant and Technician personnel of the agency deployed in **Sub-Regional Science Centre, Bodhgaya** as per the contract or any person(s) performing any work on their behalf under the present contract, for performing the duty under the present contract nor for any damages which may arise by reason of the neglect or default of any of them.
25. **The agency shall, at their expense, take appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or**

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- connected with the staff member's performance under the present contract.
26. For providing man power Education Assistant and Technician personnel deployed by the agency at **Sub-Regional Science Centre, Bodhgaya** shall not accept any gratification or reward in any shape.
  27. For providing man power as Education Assistant and Technician personnel deployed by the agency in **Sub-Regional Science Centre, Bodhgaya** will work in close co-operation and co-ordination with other agencies working at **Sub-Regional Science Centre, Bodhgaya**.
  28. For providing man power as Education Assistant and Technician personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors and should project an image of utmost discipline. **Sub-Regional Science Centre, Bodhgaya** shall have right to have any person replaced in case of staffs'/visitors' complaints or as decided by authorized representative of the **Sub-Regional Science Centre, Bodhgaya** if the person is not performing the job satisfactory or otherwise. The Agency shall have to arrange the suitable replacement in all such cases within 24 hours of such incidents.
  29. If at any later date, it is found that the documents and certificates submitted by the agency are forged or have been manipulated, the work order issued to the agency shall be cancelled and Security money deposited with **Bihar Council on Science & Technology, Patna** shall be forfeited without any claim whatsoever on **Bihar Council on Science & Technology, Patna** and the agency is liable for action as appropriate under the extant laws. Moreover, the agency shall be blacklisted from participating in tenders of BCST and its units.
  30. The agency shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof to any person/agency.
  31. The agency shall be responsible to maintain adequate hygiene & cleanliness while providing for providing man power as Education Assistant and Technician and shall strictly adhere to the Standard Operating Procedures (SOPs) & Guidelines issued by the Government from time to time for preventing spread of contagious diseases/epidemic/pandemic such as wearing of masks, hand gloves etc. and the cost of which shall be borne by the agency.
  32. A senior level representative of the agency shall visit **Sub-Regional Science Centre, Bodhgaya** premises at least once-a-week and review the service performance of its personnel. During the weekly visit, the agency's representative will also meet the Officer-in-Charge of the **Sub-Regional Science Centre, Bodhgaya** dealing with service under the contract for mutual feedback regarding the work performed by their personnel and removal of deficiencies, if any, observed in their working.

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33. Successful Tenderer/Bidder shall bear the expenses for applicable stamp duty for execution of the agreement, both the original and the duplicate copy.

34. **SPECIAL POINTS TO BE CONSIDERED:** -

Education Assistant and Technician must have fluency of local language.

PAYMENT:-

35. The Agency should submit a certificate/undertaking as per **ANNEXURE-IX** every month preferably on the reverse of the bill or separately on letter head of the agency. In case the certificate/undertaking of compliance of statutory regulations is not submitted, the particular month's bill shall not be processed by the Council. For persistent breach of such acts, as stipulated above, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency in BCST and its units.

36. The payment shall be made through e-payment on monthly basis within 30 days from the date of submission of the proper and pre-receipted GST compliant bill, duly certified by the authorized representative of **Sub-Regional Science Centre, Bodhgaya**. In case of the Agency's failure to provide requisite services on particular day/days, **proportionate deduction** as decided by the competent authority of the Council, **shall be made from the monthly bill**. TDS as applicable will be deducted from the monthly bill.

37. The Sub-Regional Science Centre, Bodhgaya shall reimburse the amount of GST paid by the Agency to the authorities on account of services rendered by them to the Council. The reimbursement shall be admissible on production of proof of deposit i.e. copy of challan by the Agency.

38. TDS on the bills will be deducted at the prescribed rate from the monthly bill of the Agency and the same would be deposited with the Income Tax Authority by the Sub-Regional Science Centre, Bodhgaya/Council within the prescribed stipulated time.

39. If, as a result of post payment audit, any over payment is detected in respect of any work done by the agency or alleged to have done by the agency under the e-tender, it shall be recovered by the **Bihar Council on Science & Technology, Patna** from the amounts payable to the agency.

**PENALTY:-**

40. *In the event of any deficiency in the For providing man power as Education Assistant and Technician rendered by the agency, any time during the currency of the contract, the Sub-Regional Science Centre, Bodhgaya shall impose penalty as finalised by the duly constituted committee which shall be recovered from the monthly bill(s) of the agency. The decision of the Sub-Regional Science Centre, Bodhgaya shall be final and binding on the agency.*

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

*In case of non-payment/partial payment of wages to the personnel deployed by the agency within the time frame as per Clause 6 of the General Terms and Conditions, a caution notice may be issued to the agency. A PENALTY of 0.25% of the contract value subject to a maximum Rs.5000/- per day may be deducted from the monthly bill of the agency with the approval of competent authority, if disbursement of payment not done within 10<sup>th</sup> day of the month. For persistent breach or unsatisfactory services as stipulated in the terms and conditions, the contract will be terminated forthwith along with forfeiture of Security Deposit followed by blacklisting of the agency.*

**TENURE AND VALIDITY: -**

41. In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months, if the services are found to be satisfactory during the trial period of the Agency. The contract may be renewed at the discretion of the Sub-Regional Science Centre, Bodhgaya on year-to-year basis for a maximum period of three years, including the trial period. *However, in the event of such renewal of the contract each year, the **service charges of the agency shall not be revised.** But the liability due to revision of minimum wages and statutory duties & taxes from time to time, shall only be considered for revision.*
42. The contract can be terminated by the Sub-Regional Science Centre, Bodhgaya/Council at any time without notice in the event of gross security risk or gross damage to Sub-Regional Science Centre, Bodhgaya property due to Agency's failure or persistent failures of the Agency in providing satisfactory services to the Sub-Regional Science Centre, Bodhgaya and/or to comply with the provision of minimum wages and statutory obligations. The decision of the Sub-Regional Science Centre, Bodhgaya in this regard shall be final and binding on the Agency.
43. For reasons other than those mentioned in the clauses above, the contract can be terminated by either party by providing clear three months' notice in writing.
44. The Agency shall indemnify the **Sub-Regional Science Centre, Bodhgaya** against all claims which may be made under all and/or any of the Labour Laws of the Land including the Employees Compensation Act or any statutory modification thereof or rules there-under or otherwise for in respect any damage of compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the contract. In all cases of personal injury to any workmen employed by the Agency on the works is liable to pay compensation under the Employees Compensation Act.

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

45. The Agency shall indemnify the **Sub-Regional Science Centre, Bodhgaya** against all claims which may be made under the Minimum Wages Act, 1948, Abolition of Child Labour Act, 1986, Provident Fund Act, 1952, ESI Act 1948, Payment of Bonus Act 1965, Industrial Dispute Act 1947, Payment of Gratuity Act 1972, Payment of Wages Act, 1936 or any statutory modification thereof or Rules there-under or otherwise for in respect of any damage or compensation arising in-consequence of any dispute under these Acts. In case any dispute is lodged against **Sub-Regional Science Centre, Bodhgaya** under any Acts stated above, the Agency shall implead himself in the case and counter the matter. If the Agency does not do so and violate the same, it will be treated as violation of the terms of the contract, for which, the **Bihar Council on Science & Technology, Patna** may unilaterally terminate the agreement without giving any notice and recover the cost/expenses involved in the process including the dues if any from the Agency. The Tenderer / Bidder / Agency shall ensure that the personnel deployed by him at the **Sub-Regional Science Centre, Bodhgaya** for executing the works under this contract must adhere and follow the all the safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent the **Sub-Regional Science Centre, Bodhgaya** suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
46. The Agency shall ensure that the personnel deployed by him at the Council/ Centre for executing the works under this contract must adhere and follow the all the safely norms. For any violation / contravention on safety aspects, liquidated damage to the extent the Council/Centre suffer loss will be recovered from the Bills or / and the Security money besides the lawful action to be taken against the Agency.
47. The Agency shall ensure placing the agreed number of manpower for the purpose of providing the For providing man power as Education Assistant and Technician at the **Sub-Regional Science Centre, Bodhgaya**. In case of absence of personnel deployed by the Agency for any reason, required number of substitutes to be provided by the Agency, failing which the Council shall be at liberty to utilize such services from other available sources and such expenses that will be incurred shall be borne by the Agency. The Council shall be entitled to recover such expenditure by deduction from the payments due to the Agency including the Security Money.
48. Agency is required to furnish a Declaration-cum-Irrevocable Undertaking as per **ANNEXURE-XII** that in case it is found that Owner or any of his/her employees are involved in illegal, immoral & corrupt practice after award of the Contract, the **Sub-Regional Science Centre, Bodhgaya/Council** has full right to cancel the contract with or without reason assigning reasons.

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**TRANSFER OF LIABILITIES:**

49. In the event of exigencies arising due to the death, infirmity, insolvency of the Proprietor/Directors/Partners/Secretary of the of the firm/agency/ or the lead partner of JV/Consortium for any other reasons or circumstances; liabilities of the contract shall be borne by the following on such terms and conditions, as the Project Director, **Bihar Council on Science & Technology, Patna** may think proper in public interest: (a) Legal heirs in case of sole proprietor, (b) The next directors/partners/secretary in the case of Company / Partnership firms/Co-op. Society or Society, (c) Legal heir/authorised new representative in case of JV/Consortium, otherwise shall reserve the right to settle the matter according to the circumstances of the case as he/she may think proper.

**ARBITRATION:-**

50. In case of any dispute arising out of this contract between the Sub-Regional Science Centre, Bodhgaya and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Project Director of BCST on receipt of an official request with details of the dispute, from either the Sub-Regional Science Centre, Bodhgaya or the Agency. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force.
51. **COURT JURISDICTION** : All disputes arising out of the tender and this contract shall be subjected to exclusive jurisdiction of the Courts at **Patna, Bihar** and the writ jurisdiction of Hon'ble High Court of **Patna, Bihar**.

**FORCE MAJEURE**

52. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood, pandemic, epidemic, quarantine restriction, natural calamities directly affecting the performance of the Contract, and Acts & Regulations. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

which such cause lasts. If deliveries/services are suspended by Force Majeure conditions lasting for more than 2 (two) months, Sub-Regional Science Centre, Bodhgaya / Council shall have the option of cancelling this contract in whole or part at their discretion without any liability at their part.

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure – I****BID EVALUATION CRITERIA AND SELECTION PROCEDURE**

A two-stage procedure shall be adopted in evaluation the proposals.

**1. System of selection of Service Provider:**

- a) The tender committee appointed by the Bihar Council on Science & Technology, Patna shall regulate bid opening and bid evaluation process.
- b) Technical bid envelope (Un-Priced Bid) shall be opened as per schedule indicated in the e-tender document. The date fixed for opening of technical bid, if subsequently declared as holiday, revised date of schedule shall be notified. However, in absence of such notification, the technical bid shall be opened on next working day at same time.
- c) The financial bid envelope (Price Bid) will be opened and only those financial bids of Tenderers/Bidders, whose technical bids are qualified based on the eligibility criteria, shall be opened. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified Tenderers/Bidders during the technical evaluation process.
- d) After opening of the technical bids and verifying the required documents and EMD amount, the technical bids shall be evaluated later to ensure that the Tenderers/Bidders meet the essential criteria as specified in the e-tender document.
- e) Bids shall be declared as valid or invalid/rejected by Technical Evaluation Committee (TEC) based on the preliminary scrutiny, i.e. verification of EMD & required documents to establish the eligibility criteria.

**2. Technical Bid Evaluation**

- a) The technical bids shall be evaluated based on the available documents submitted by the Tenderers/Bidders. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers/Bidders, the Sub-Regional Science Centre, Bodhgaya/Council may, at its discretion, ask Tenderers/Bidders for a clarification of their bid. Any clarification submitted by a Tenderer/Bidder that is not in response to a request by the **Bihar Council on Science & Technology, Patna** shall not be considered. The request of **Bihar Council on Science & Technology, IGSC Planetarium, Patna** for clarification and the response shall be in writing only.
- b) If Tenderer/Bidder does not provide clarifications of their bid by the date and time set in the request of the **Bihar Council on Science & Technology, Patna** for clarification, their bid may be rejected.
- c) The tender committee of the (council) reserves the right to cross-check the correctness of data provided by the tenderers/bidders by making necessary enquiries with the concerned departments and/or by site visits as deemed fit.

4)

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**



- d) The technical bid evaluation shall be done based on the fulfillment of the basic eligibility criteria as defined in the *e-NIT Clause No. 1 (i to viii)* under Information & Instructions to the Bidders. The agencies are required to provide cross reference details of the supporting documents in claim of each eligibility criteria in the following tabular form as per **Annexure- 'III'**.
- e) The technical bid not meeting the essential minimum criteria or any other requirements as per the e-tender document shall be rejected and corresponding financial application shall not be opened.
- f) The Tenderer/Bidder who qualified in the technical evaluation stage shall be intimated about the date & time of financial bid opening through portal.

**IMPORTANT NOTE FOR BID QUALIFICATION CRITERIA AND SELECTION PROCEDURE :**

- Work referred above should be in the name of the Tenderer/Bidder as a single entity and not aggregates of joint venture firms/associates or cartels.
- 'successfully executed work' shall mean work under one contract with extension/s during the period April to March (last three financial years).
- Tenderer/Bidder **should have** their **Operational Presence** in **Minimum 2 States**.
- **Similar nature of work shall mean** "providing manpower services of Education Assistant and Technician.

**3. Financial Bid (Price Bid) Opening & Evaluation Procedure**

- a) The financial bids of all the technically qualified applicants shall be opened on the notified date and time in the presence of technically evaluated applicants/authorized representatives.
- b) The price quoted by the respective Tenderers/bidders shall first be scrutinized/checked for compliance with the prescribed minimum wage calculations & service charges etc.
- c) Quoted service charge shall be criteria for evaluation of financial bid and discovering of lowest cost bidder.
- d) The financial bid evaluation committee shall scrutinize the cost breakup/ justification provided for the service charges quoted by the Tenderer/Bidder and its workability and reasonability. The Committee shall have the right to reject such financial bids if, in the opinion of the committee, the justification/ cost breakup given for the service charges is found to be unworkable.

Mere becoming the lowest bidder, prior to financial bid scrutiny shall not give any right to the lowest bidder to claim that they are successful in the bidding

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

process. The successful bidder shall be decided only after following due procedure.

4. If there is a discrepancy between words and figures, the amount in words shall prevail.
5. Further, without affecting the sanctity of the above criteria, the **Bihar council on science & Technology, Patna** reserves rights to relax any condition of eligibility criteria qualifying the application(s) based on merit of each case and if the situation so warrants in the interest of the **Sub-Regional Science Centre, Bodhgaya, subject to obtaining approval from the Project Director BCST, Patna.**

*Stamp/ Seal of the Applicant*

*Name and Signature of the  
Authorized Signatory*

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure – II**

(Format for Declarations & Undertaking **to be typed on bidder's/tenderer's letter head** and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)

**DECLARATION -1**

This is to certify that neither I/we/any of us/ am/are/is in anyway related to any employee in the Bihar council on science & Technology, Patna or any of its constituent units.

(Signature of the tenderer with seal/rubber stamp)

Date:

Place:

**DECLARATION -2**

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the e-tender.

Date:

(Signature of the tenderer with seal/rubber stamp)

Place:

**UNDERTAKING**

This is to certify that I/we have carefully gone through the instructions to the bidders, terms & conditions of the contract and job requirement, thoroughly inspected the premises of the Sub-Regional Science Centre, Bodhgaya and also studied the departmental estimate **FOR PROVIDING MAN POWER as Education Assistant and Technician** (including list of materials) given in the e-tender document and thoroughly understood the obligations and have accordingly quoted our rates after going through all details. We hereby give an undertaking that we shall provide man powers as Education Assistant and Technician strictly as per the given job requirement during the period of contract. I/We have neither currently nor on any previous occasion have not been blacklisted/ debarred and no legal cases are pending. I/We have not tampered/modified the e-tender documents in any manner. In case the same is found tampered/modified, we understand that our offer shall be summarily rejected and I/we are liable to be banned from doing business with BCST and its units and/or prosecuted as per laws.

I/We also undertake that the online **EMD** instrument shall be deposited by me/us, as stated in Clause No. 26 (a) (i) of e-NIT (Information & Instructions to the Bidders), with the office of **Bihar council on science & Technology, Patna** before the bid opening date. Otherwise the of **Bihar council on science & Technology, Patna** shall reject the bid and debar me/us from further tendering in BCST or its constituent units.

**Date:**

**Place:**

**(Signature of the tenderer with seal/rubber stamp)**

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure – III****Details of the supporting documents in claim of each eligibility criteria**

<b>Sl.No.</b>	<b>Eligibility Criteria</b>	<b>Cross reference of Documentary proof</b>	
		<b>Annexure</b>	<b>Pg. No</b>
01	Registration as per Clause 1 (i) of e-NIT		
02	Trade License if available (Optional)		
03	PAN Card		
04	EPF Registration		
05	ESIC Registration		
06	Professional Tax Registration		
07	Registration under the Shops & Establishment Act		
08	Labour License Number/Registration		
09	GST Registration		
10	License to engage in the business for providing man power as Education Assistant and Technician in the district/ State of Council/Centre, if available (Optional).		
11	Detail of registered office as per clause 1 (iii) of e-NIT		
12	Undertaking as per clause 1(iv) of e-NIT		
13	Documents related to experience as per clause 1(v) of e-NIT		
14	Documents related to Annual average turnover of the Tenderer/Bidder as per clause 1(vi) of e-NIT		
15	Documents for successfully executed similar works during last three years as per clause 1(vii) of e-NIT		
16	Documents related to Income Tax Returns of last 3 years		
17	Certificate issued by the banker as per Clause 1 (viii) of e-NIT		
18	Any other documents relevant to the e-tender		
19	Proof of operational presence of similar nature of work in Minimum 2 States		
20	Additional documents if any		

**Note : Separate Sheet may be used wherever required with signature & seal**

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure – IV**

***(Format for Certificate to be typed on the non-judicial paper with attestation by the notary and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)***

Certified that the Tenderer/Bidder or any of its Owner/partners/Director has/have not been blacklisted/ debarred by any of the Govt. agencies or department or has/have not been found guilty of commission of acts of moral turpitude or convicted for any economic offence or violation of any labour laws etc. by any Court or any PF/ESI authorities.

It is further certified that the Tenderer/Bidder has not been terminated by any of the Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during past three years on violation of laws or deficiency of service or breach of contract.

**(Signature of the tenderer with seal /rubber stamp)**

**Date:**

**Place:**

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure - V**

**(Format for Certificate /Declaration to be typed on the letter head of the tenderer/bidder with rubber seal and to be submitted in Part –I (TECHNICAL ENVELOPE) of the e-tender document)**

**DETAILS OF PREVIOUS EXPERIENCE OF THE BIDDER**

Certified that the Tenderer/Bidder has undertaken the services of similar jobs for providing manpower as Education Assistant and Technician at the following Govt. department/autonomous institutions/public sector undertaking of the Govt. of India/other State Govt. or Public Sector Bank or local bodies/Municipalities during last five years:

Sl. No.	Name & Address, phone no and email of the Organization where similar service provided	Duration of the Contract		No. of personnel deployed at site for carrying out the service	Annual value of the contract (exclusive of GST)
		From	To		

Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Bihar Council on Science and Technology for registration and shortlisting of agencies as technically qualified in e-tender.

**Signature with date & seal of the Proprietor/Partner/Director/C.E.O./Secretary**

**Place :**

**Date :**

***N.B. : Copies of all credentials (work orders/agreements, completion certificate etc.) as mentioned above must be uploaded in 'Envelope- I' (Technical Bid), failing which, the Technical Bid is liable to be rejected.***

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure – VI**

**INFORMATION IN RESPECT OF THE BIDDER FOR PROVIDING FOR PROVIDING  
MAN POWER AS Education Assistant and Technician AT THE Sub-Regional  
Science Centre, Bodhgaya**

**DETAILS OF INFORMATION OF THE TENDERER/BIDDER**  
*(All information should be given in the following format with complete details)*

<b>1.</b>	Name of the Tenderer/Bidder	
<b>2.</b>	Permanent/Registered Office Full Postal Address	
<b>3.</b>	Telephone No./Email Office Residence Mobile No.(to be available 24 hours) E-mail ID Website	
<b>4.</b>	State whether Proprietorship/Partnership/Company/Co.op. Society/ Society/ JV/ Consortium	
<b>5.</b>	Name and address of Owner(s)/Partner(s)/Director(s)/ Secretary / Authorised Signatory (in case of JV/ Consortium)	
<b>6.</b>	State whether registered under various Statutory Acts (if yes, furnish all the registration numbers and also enclose photocopies of valid registered certificates)	
	a) Shops & Establishment Act Regn. No.	
	b) GST Registration No.	
	c) Provident Fund Registration No.	
	d) ESI Registration No.	
	e) Trade License No. with validity	
	f) Valid License to engage in the business of For providing man power as Education Assistant and Technician services in the district/state of (COUNCIL/CENTRE)	
	g) Permanent Account No. (PAN)	
	h) TIN Registration Number	
	i) Professional Tax Registration No.	
	j) Labour License under the Contract Labour Act, 1970	
<b>7.</b>	No. of employees in the Office	
<b>8.</b>	No. of employees employed at various sites for providing For providing man power as Education Assistant and Technician	
<b>9.</b>	a) Details of turnover in last three years (enclose copies of audited Balance Sheets for last 3 years)	

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

	b) Bank Solvency Certificate (enclose copy of valid Certificate)	
<b>12.</b>	Enclose copies of Income-Tax returns filed for the last 3 years	
<b>13.</b>	Whether your contract has been terminated during the past 3 (Three) years on account of violation of tender terms of any organisation you served ?	
<b>14.</b>	Whether you have withdrawn your service voluntarily from any organisation, before completing the tenure? If yes, please specify the reason	
Note : Separate Sheet may be used wherever required with signature & seal		

**Certified that the information furnished above are true to the best of my/our knowledge. It is hereby declared that I/we abide by the decision of Bihar Council on Science and Technology, Patna for registration and shortlisting of agencies as technically qualified in e-tender.**

**Signature with date & seal of the  
Proprietor/Partner/Director/C.E.O**

**Place :**

**Date :**

**N.B. : Copies of all credentials as above must be uploaded in 'Cover - I' (Technical Bid), failing which, the Technical Bid is liable to be rejected.**

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**



## ANNEXURE VII

## 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 ....., 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 Providing Man Power Services as per the requirements of sub-regional Science Centre and Innovation Hub at Bodh Gaya ,Gaya ]**

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 **Project Director Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna any and all sums demanded by Bihar Council on Science & Technology, Patna under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Bihar Council on Science & Technology, Patna 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:

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

- 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 Bihar Council on Science & Technology, Patna at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against bidder and not withstanding any security or other guarantee that Bihar Council on Science & Technology, Patna 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 Bihar Council on Science & Technology, Patna or any other indulgence shown Bihar Council on Science & Technology, Patna 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 .....Patna only, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....2024

Witness 1:

Name:

(Signature)

Witness 2:

Name:

(Signature)

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure- VIII**  
**DEPARTMENTAL ESTIMATE FOR PROVIDING MANPOWER SERVICES**

Sl. No.	Items	Charges per month	
		Rate per person (Rs.)	Amount for total No. of persons (Rs.)
<b>A. Charges for deployment of Personnel:-</b>			
1.	<b>Education Assistant 02 Nos. (Maximum)</b>		
	(a) Minimum rates of wages (including the basic rates and VDA) @ Rs. 948 x 26 days	24,648.00	49,296.00
	(b) PF @ 13% (subject to ceiling of Rs.15,000.00 as employer's contribution)	1,950.00	3,900.00
	(c) Outstation charges @ Rs.200.00 per day for 26 days	Not Applicable	Not Applicable
	(d) Overtime charges for 3 national holidays per annum (minimum wages X 3/12)	237.00	474.00
	(e) Leave Salary @ 1.5 days per month (i.e. Rs 948/- i.e. minimum wages X 1.5 days)	1422.00	2844.00
	<b>TOTAL ( a to e ) (I)</b>	<b>28257.00</b>	<b>56514.00</b>
2.	<b>Technician 04 Nos. (Maximum)</b>		
	(a) Minimum wages (including the basic rates and VDA) @ Rs.862 x 26 days	22,412.00	89648.00
	(b) PF @ 13.00% (subject to ceiling of Rs.15000/- as employer's contribution)	1,950.00	7800.00
	(c) Outstation charges @ Rs. 200.00 per day for 26 days	Not Applicable	Not Applicable
	(d) Overtime charges for 3 national holidays per annum (862 i.e. minimum wages X 3/12)	215.00	860.00
	(e) Leave Salary @ 1.5 days per month (i.e. Rs 862 i.e. minimum wages X 1.5 days )	1293.00	5172.00
<b>TOTAL ( a to e ) (II)</b>	<b>25,870.00</b>	<b>103480.00</b>	
3.	<b>GRAND TOTAL [I + II]</b>	<b>Rs. 159994.00</b>	
C.	Service charge of the agency comprising of overhead and administrative charges for due performance of the contract as per the specifications stipulated in Clause 18 of General Terms & Conditions of e-Tender.	TO BE QUOTED IN THE BOQ SHEET ONLY EQUIVALENT TO minimum 3.85 % to 7 % maximum of Departmental Estimate as per finance gazette (M-04-06-/2023/2988/F dated 23-03-2023 [i.e. Sl. No. 3 above]) in RUPEES {absolute value in Rupees to be quoted and NOT in percentage (%)}. <b>Bids with Service Charge below 3.85% of the Departmental Estimate shall be considered to be unworkable and shall be rejected.</b>	
D.	<b>GST &amp; Any other statutory levies as applicable - Amount on [ A + B + C ]</b>	Rs. _____	
E.	<b>Total = A + B + C + D</b>	Rs. _____	

**NOTE**

- Minimum wages, PF, ESI, BONUS amount are statutory payments and accordingly the quantum of amount will vary as per the directives issued by Govt. of Bihar from time to time.
- In case the **minimum wage/wage** of any personnel engaged by the Tenderer/Bidder **cross Rs. 21,000/- per month**, such person is **exempted from the purview of the E.S.I Act & Bonus Act** and **no contribution to be paid/reimbursed by the Council.**

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure – IX****CERTIFICATE/UNDERTAKING TO BE SUBMITTED BY THE AGENCY  
AT THE TIME OF CLAIMING MONTHLY BILL**

**(to be written on the BACKSIDE of the MONTHLY BILL of the AGENCY or  
separately on letter head with signature of the authorised signatory  
along with rubber seal)**

1. This is hereby confirmed that the Basic plus VDA, other statutory payments quoted in the bill for the Month of \_\_\_ Year \_\_\_ is not less than the current minimum wages stipulated by the Ministry of Labour and Employment, Govt. Of Bihar and that other mandatory charges, i.e. EPF, ESI, Bonus etc. are in conformity with the provisions of the respective Acts/Rules. It is further agreed that the contract dated \_\_\_ shall be terminated if any of the above rates and percentage are not in compliance with the respective statutory law(s).
2. Enclosed herewith the proof of having deposited the amount of contribution claimed by us/me on account of ESI, EPF & GST towards the for providing man power as Education Assistant and Technician personnel deployed at **SUB-REGIONAL SCIENCE CENTRE, BODHGAYA** in their respective names for the payments of previous month.
3. It is further certified that the payments for the previous month has been made as per the Minimum Wages Act 1948 and disbursed in accordance with the Payment of Wages Act, 1936.

Total Monthly Charges, including Taxes (As applicable) : Rs. \_\_\_\_\_

Encl: As above.

Date:  
Place:

Signature of authorized person  
Full Name:

Seal:

Name of the Agency

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure -X**

(Format to be typed on the letter head of the Tenderer/Bidder with rubber seal and duly signed by the authorised signatory)

**Tender's/Bidder's Authorization Certificate**

To,  
The Director,  
Name & Address of Council

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIT reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -  
Signature:  
Authorized Signatory: -  
Seal of the Organization: -

Verified

Date:  
Place:

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure-XI**

(Format to be typed on the letter head of the Tenderer/Bidder with rubber seal and to be submitted in Part -I (TECHNICAL ENVELOPE) of the e-tender document)

**ANNUAL TURNOVER & NET WORTH AS PER THE AUDITED ACCOUNTS  
TOWARDS THE QUALIFYING EXPERIENCE**

S. No.	Financial Year (Last Three Financial Years)	Turnover in Indian Rupees(INR)
1.		
2.		
3.		

(In case of Consortium, the Turnover of only lead partner needs to be mentioned)

S. No.	Financial Year (Last Financial Year)	Net Worth (INR)
1.		

\_\_\_\_\_  
(Signature of Authorised Signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No of Chartered Accountant.

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**ANNEXURE-XII**

**(FORMAT FOR DECLARATION-CUM-IRREVOCABLE UNDERTAKING TO BE TYPED ON BIDDER'S/TENDERER'S LETTER HEAD AND TO BE SUBMITTED IN PART-I (TECHNICAL ENVELOP) OF THE E-TENDER DOCUMENT)**

**DECLARATION-CUM-IRREVOCABLE UNDERTAKING BY THE TENDERER**

I/We have fully understood the above General Terms & Conditions of tender as well as the Instructions to the Bidder and other conditions attached with the e-tender which are returned herewith duly signed by me/us in token of having accepted the same in to and I/We have quoted the above rates and made my/our offer keeping in view these terms and conditions. I/We fully agree that once I/We have endorsed my/our signatures herein below, all conditions of the tender will be applicable to me/us and it is not revocable under any circumstance.

I/we also hereby specifically undertake that the decision taken by the Tender Evaluation/ Financial Bid Evaluation Committee/Competent Authority is binding on me/us in general and the decision on unworkable tender under Clause No. 26 (c) in particular.

I/we hereby further undertake that in-case it is found that myself/ourselves or my/our organization or my/our employees are involved in illegal, immoral & corrupt practice, the Sub-Regional Science Centre, Bodh Gaya has full right to cancel the contract with or without reason assigning to me/us.

Place:

Date:

Signature of the Tenderer with Seal / Rubber Stamp

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**

**Annexure – XIII****Sub-Regional Science Centre, Bodhgaya  
CHECK LIST ON PREPARATION OF BIDS**

Sl. No.	Particulars	Yes/No	Proof attached, wherever applicable, (Yes/No)
1.	Have you filled in and signed the contact details form?		
2.	Have you read and understood various conditions of the contract and shall abide by them?		
<b>TECHNICAL BID</b>			
3.	Have you enclosed the EMD of Rs. _____ in the Technical Bid?		
4.	Have you taken prints of all the Sections of e-Tender including its Annexures, in the prescribed paper size and signed on all the pages of the tender documents?		
5.	Have you attached with e-tender the proof of having met the required minimum eligibility criteria?		
6.	Legal Valid Entry: Have you attached the attested certificate issued by the Registrar of firms/companies with the e-tender?		
7.	Financial Capacity: Have you attached Audited Balance Sheets with the e-tender?		
8.	Registration with Govt/Statutory Bodies like ESIC, EPF, Labour department, GST, IT Department (PAN), Professional Tax as stated in the e-tender (Have you attached a copy of each of the Registration certificate with the e-tender ?		
9.	Registration under MSME		
10.	Experience: Have you attached the attested experience certificates issued by the Organizations/Govt. Departments/Corporate Sector for the last five years with the e-tender?		
11.	Have you attached the copy of work order for providing man power as Education Assistant and Technician services of last three years?		
12.	Have you attached the copy of satisfactory completion certificate for providing man power as Education Assistant and Technician services for a period of one year without any break last three years?		
13.	Have you attached the proof of authorisation to sign on behalf of the bidder in the Technical Bid?		
14.	Have your Technical Bid been prepared and attached as per the requirements of the e-Tender?		
<b>FINANCIAL BID</b>			
15.	Have you studied carefully the departmental estimate <b>(Annexure-VIII)?</b>		
16.	Have your Financial Bid proposal is duly filed/complied and uploaded		

**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**



**Read, understood and accepted. Signature and stamp of Bidder or Authorized Signatory**