

Bihar State Mining Corporation Ltd.

(Government of Bihar Undertaking)
Room No.164, Vikas Bhawan (New Secretariat), Baily Road, Patna - 800015
CIN:- U10300BR2017SGC035811
Email: bih.minescorp@gmail.com
Website: www.bsmcl.in

Ref No.: NIT No- 04/2022-23

Date: 02/12/2022

Tender Notice

Applications are invited from reputed agencies / firms for providing manpower services to the Bihar State Mining Corporation Limited, Patna.

Bihar State Mining Corporation Limited (BSMCL), a Govt. of Bihar Undertaking invites application from reputed agencies / firms to provide manpower services to BSMCL, Patna for an initial period of one year.

The format of application along the eligibility criteria, the extent and scope of work, terms and conditions etc. are available at website www.bsmcl.in and can be downloaded accordingly.

Interested agencies / firms may send their applications in the prescribed format under two bid systems to the General Manager of BSMCL from 20/12/2022 to 20/01/2023 up to 04:00 PM.

Financial Bid of only technically qualified agency / firm shall be opened after intimating them in advance. Managing Director of the Corporation reserves the right to accept or reject any application(s) fully / partially, without assigning any reasons thereof. The decision of the Managing Director of BSMCL for engagement of the agencies / firms shall be final and binding.


General Manager
BSMCL, Patna

Invitation to the Tender

Bihar State Mining Corporation Limited invites proposals (Technical Bid and Financial Bid) from eligible agencies / firms for providing manpower services (Driver and MTS) to BSMCL situated at Patna.

RFP Summary Sheet

Sr. No.	Information	Details
1.	Name of the Company	Bihar State Mining Corporation Limited
2.	Name of Work	Tender for hiring services of agencies / firms providing manpower services.
3.	Earnest Money Deposit	Earnest Money Deposit of ₹ 50,000/- in the form of Demand Draft in favour of "BSMCL", payable at Patna.
4.	Performance Security Deposit	Security Deposit of ₹ 200,000.00 in the form of Demand Draft / Bank Guarantee in favour of the "BSMCL", payable at within 15 days of date of award of contract.
5.	Tender documents	Tender documents may be downloaded free of cost from the website www.bsmcl.in .
6.	Date of issue of tender document on website	20/12/2022
7.	Last Date of Submission of Bid	20/01/2023 at 04:00 P.M.
8.	Opening of Technical Bid	24/01/2023 at 03:00 P.M.
9.	Place, Time and Date of opening of Financial Bid	To be communicated to technically successful agencies / firms
10.	Contact person for queries	General Manager Bihar State Mining Corporation Ltd. email: bih.minescorp@gmail.com
11.	Addressee and address at which proposal in response to RFP notice is to be submitted	General Manager Bihar State Mining Corporation Ltd. New Secretariat (Vikash Bhawan), Patna - 800015

The Corporation reserves the right to reject any or all offers without assigning any reason and the decision of BSMCL shall be final and cannot be subject to arbitration. Tender offers will be opened in the presence of the agency's / firm's representatives, who choose to attend the opening of the tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the tender are described in the tender document. The Corporation reserves the right to change the schedule and place mentioned above.

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1. Introduction

Bihar State Mining Corporation Limited (BSMCL) is a Public Sector Undertaking established by the Department of Mines & Geology, Government of Bihar. BSMCL is acting as a State Nominated Agency (SNA) of State Government for coal e-distribution amongst Micro Small and Medium Enterprises (MSMEs) and other small consumers in the state of Bihar in accordance with the provisions of New Coal Distribution Policy, 2007.

BSMCL intends to hire services of agencies / firms to provide manpower services (Driver and MTS), as detailed in the scope of work of this tender document. Interested Manpower Service Provider agencies / firms may submit their proposal under two bid system.

2. Scope of Work

BSMCL intends to engage a reputed, established and financially sound Manpower Service Provider agencies / firms, registered with appropriate authorities, for the time being in force, for providing manpower to perform jobs assigned to outsourced staff.

BSMCL has requirement of Driver and Class IV Personnel (MTS), who will work at BSMCL Headquarter and / or its offices in different districts of the state. However, the number of staff may increase / decrease from time to time based on requirement of BSMCL.

The key features of the proposed service shall be as follows:

- i.** To provide manpower as per order;
- ii.** The manpower may be deployed in different working places; and
- iii.** The manpower shall also be provided by the agency / firm on mutually agreed terms and conditions on award of the contract.

The personnel of the agency / firm have to fulfill the following responsibilities:

(A) Driver

- a.** Drivers / MTS deployed at BSMCL must possess a valid driving license;
- b.** Drivers / MTS should be properly dressed in neat and clean attire;
- c.** Driver / MTS should wear uniform of specific color as decided by BSMCL. The Agency shall provide at its own cost proper uniform and badges as per State Motor Vehicles Rules (amended up to date) and photo identity cards to the drivers;
- d.** The driver / MTS deployed for duties shall maintain polite and courteous behavior towards users of BSMCL as well as to other staffs. Denial of duty during contract period and use of abusive language may be construed as "Misbehavior" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services;
- e.** The drivers / MTS in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect along with penal action;
- f.** Driver / MTS must be provided a working mobile phone and contact number be provided to the user of BSMCL;

- g. The driver / MTS shall be reachable at all times during duty hours; and
- h. Drivers / MTS should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance for permission.

(B) MTS (Class-IV Personnel)

- (a) To obey instruction(s) of superiors in office management.
- (b) To perform the official job assigned to them.
- (c) Physical maintenance of records of the Corporation;
- (d) General cleanliness and upkeep of section / unit;
- (e) Carrying of files and other papers within building;
- (f) Visit to Bank branches for Banking works;
- (g) Photocopying;
- (h) Other non-clerical work in section / unit;
- (i) Delivering of Dak (inside and outside building);
- (j) Opening and closing rooms;
- (k) Cleaning of rooms;
- (l) Dusting of furniture; and
- (m) Any other work assigned by superior authorities.

3. Agency's / Firm's Eligibility Criteria

Sr. No.	Criteria	Document to be submitted
1.	The agency / firm must be a proprietorship firm / partnership firm / Limited Liability Partnership (LLP) / Company or Body Corporate registered under Companies Act, 1956 / 2013 having registered offices in Patna, Bihar and supervisory structure in entire state of Bihar for providing manpower services. The office of the bidder must be in existence before the RFP is published and in running condition.	Copy of Partnership Deed including details of all the partners, in case of Partnership Firm. Certificate of Incorporation and copy of MOA & AOA including details of all directors, in case of Company / Body Corporate. In case of LLP, copy of LLP Agreement.
2.	The agency / firm should have been providing similar services for at least 5 years in Government Department and / or Central / State Undertakings.	Documentary evidence in shape of work order to be provided.
3.	The agency / firm should have Annual Turnover of not less than ₹ 1.00 crore in last three financial years (each year separately).	Copy of Audited Financial Statements of FY 2019-20, 2020-21 and 2021-22 to be provided.
4.	The agency / firm must be operating in at least two Central / State government departments or Central / State PSUs situated in the state of Bihar or outside.	Provide brief details and a Declaration signed by the Principal Officer of the Firm and Appointment letter / Client letter issued by the Central / State PSUs or Government Departments.
5.	The agency / firm must have at least 2 (two) running contracts having annual value of not be less than ₹ 20 Lakhs each.	Copies of Agreement / Work order from client as evidence must be provided.
6.	The agency / firm should be registered with appropriate authorities under the provisions of Labour laws and Industrial laws and the agency / firm should be in compliance with EPF Act, 1952, ESI Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labor (Regulation and Abolition) Act, 1970 and Industrial Dispute Act, 1947.	Attested copy of the Certificates issued by Labour Authorities including latest copy of quarterly return along with its challan, for qualifying the details of its present employee's strength regarding its regular payments and its contribution to PF & ESIC.

7.	The agency / firm should not be defaulter / black listed in any organization, where it has previously worked / working.	Declaration of blacklisting / Non Blacklisting.
8.	Agencies / firms incurred loss during the financial year 2021-22 shall not be eligible.	Copy of relevant document for the FY 2021-22.
9.	Agencies / firms should be registered with Tax Authorities.	Attested copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years.

4. Bid Submission Process

- i.** The Bid prepared by the agencies / firms, as well as all correspondence and documents relating to the Bid exchanged by the firm and BSMCL shall be written in English language;
- ii.** The covering letter must be signed with the firm's name and by an Authorized Signatory of the firm, who is authorized for contractual obligations on behalf of the firm. All obligations committed by such signatories are liable to be fulfilled by the firm who would be selected to carry out the work as per the terms of this RFP;
- iii.** RFP shall be submitted by the firms to General Manager at the address specified above, within due date and time failing which firm's submission is liable to be rejected. Technical Bid and Financial Bid should be sealed in separate envelopes and placed in one bigger envelop and sealed. This bigger envelop should be super-scribed with RFP for engagement of Manpower Service Provider.
- iv. Agencies / Firms are required to submit bids in two parts:**
 - a. Technical Bid; and
 - b. Financial Bid.

v. Technical Bid:

Interested and eligible agencies / firms may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the Corporation.

Earnest Money Deposit of ₹ 50,000/- (Rupees fifty thousand only) in the form of Demand Draft from a Nationalized / Scheduled Commercial Bank in favour of BSMCL, payable at Patna, must be enclosed with the Technical Bid.

vi. Financial Bid:

The agency / firm shall submit the financial bid as per the format given in Annexure VII. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

The Financial Offer should give all relevant information and should not contradict the Technical Bid document in any manner.

The Rate quoted should be inclusive of all statutory liabilities and taxes, if any, excluding GST. The amount of GST will be paid by BSMCL on production of proof of payment of the same.

Financial Bid of the tender shall contain details regarding:

- a. Employee wise rate is required to be quoted by the bidder. Basic Salary of deployed personnel shall not be less than minimum wages as per the provisions of Minimum Wages Act, 1948 including any amendment thereof and the Notifications issued by the Appropriate Governments from time to time in this regard;
- b. Cost of manpower to be deployed at BSMCL together with bifurcation of statutory liabilities, taxes and duties; and
- c. **Service Charges / Profit Margins:** The bidder shall be required to quote service charges / profit margins per contract employee which shall be deciding one of the parameters for the award of the contract. The successful bidder shall be decided based on minimum service charges / profit margins quoted by the bidder. The bidder shall quote service charges / profit margins not less than their applicable TDS.

5. Bid Evaluation

Opening of RFP

For bids received within the prescribed closing date and time, the Technical Bid will be opened in the presence of agency's / firm's representatives who choose to attend the opening of the offer on the date and time mentioned in this document.

Any change shall be informed to firms through public notice / e-mail to the authorized representative. The representatives of firms present shall sign a register of attendance.

Only the bidders qualified in technical evaluation, financial bid will be opened on prospective dates which will be communicated to them in due course.

Shortlisting of Firms

For responses received within the prescribed closing date and time, BSMCL will scrutinize the offers received to determine whether they are complete as per the requirements, and also whether all the required documents have been submitted and properly signed, etc.

Upon receipt of applications (RFP), the same shall be scrutinized and evaluated and BSMCL will shortlist bidders as per requirement and the same shall be communicated to them. BSMCL reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

During evaluation of the proposals, BSMCL may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame as may be prescribed by BSMCL.

Respondents are not permitted to modify, substitute or withdraw proposals after its submission.

Financial Bid Evaluation

The Financial bids will be evaluated on the basis of the quotes, quoted by technically qualified agencies / firms.

6. General Terms and Conditions:

i. Contract Period:

The Contract will be for a period of one year from the date of written order of commencement of work issued by BSMCL, which may be extended on same terms, conditions and rates of the original contract on mutual consent up to maximum further one year, if the performance / service found satisfactory in the discretion of the Corporation. BSMCL reserves the right to curtail or extend the validity of the Contract.

ii. Earnest Money Deposit (EMD):

The interested agencies / firms may put the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of ₹ 50,000/- (Rupees fifty thousand only) in the form of Demand Draft from any nationalized / scheduled commercial bank drawn in favour of "BSMCL" payable at Patna.

The bid securities of the unsuccessful bidder shall be returned to them at the earliest and latest on or before the 30th day after the award of the contract. No interest shall be payable by the BSMCL on EMD.

iii. Performance Security Deposit:

The successful bidder shall have to deposit a Performance Security Deposit (PSD) of ₹ 200,000 (Rupees two lakhs) within 7 days of the receipt of the LOI / Order. The PSD will be furnished in the form of Demand Draft / Bank Guarantee from any Nationalized / Scheduled Commercial Bank drawn in favour of "BSMCL", payable at Patna. Failure to do so shall entail cancellation of the letter of acceptance of tender / award of work and forfeiture of EMD.

The PSD should be valid for sixty days beyond the date of completion of all contractual obligations. The refund of security deposit shall be subject to right of the Managing Director of BSMCL to deduct / appropriate its dues against the agency / firm under the contract. The Security Deposit will not bear any interest whatsoever and will be liable for forfeiture in case of the breach of any terms and conditions of the contract.

iv. Modifications and withdrawal of bids

No bid can be modified by the firm, subsequent to the closing date and time for submission of bids.

v. Clarification of Bids

Any firm requiring any clarification on this document may notify the Corporation in writing by e-mail at the email address provided in the "RFP Summary Sheet".

vi. Revised Bids

If necessary, BSMCL reserves the right to call for revised Technical or Financial Bid from all the eligible agencies / firms for engagement as Service Provider.

vii. Confidentiality

The information given in this document is confidential and is for use by the agencies / firms to whom it has been issued. Each party, i.e. the Corporation and the agency / firm, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order / Agreement confidential, including the price information.

viii. Compliance to General and Miscellaneous Terms and Conditions

It is essential that all the agencies / firms should agree to all the General and Miscellaneous Terms and Conditions mentioned in this document and they should submit one statement to that effect on the letterhead of the firm along with the Technical Bid; otherwise the offer shall be rejected.

ix. Applicable law and jurisdiction of court

This RFP shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Patna.

x. Payment Terms

All payments shall be subject to deduction of applicable taxes as per applicable laws and the payment to the selected agency / firm would be made on a monthly basis.

xi. Compensation Clause.

- a. In the event of failure / inability to provide drivers / peons as per deployment plan / requirement, BSMCL may deduct up to 5% of the monthly invoice value of the wages apart from deduction of daily wages for each day of absence of the number of personnel deployed.
- b. If even after taking all necessary precautions any loss, damage, theft of property belonging to BSMCL and its employees takes place within the specified area, it will be construed that such mishap has taken place due to negligence on part of the agency / firm and it shall be liable to compensate for 100% of the damage / loss / theft.

xii. Indemnity

The selected agency / firm shall indemnify, protect and save the Corporation and hold the Corporation harmless from and against all claims, losses, costs, damages, expenses relating to or resulting directly or indirectly from an act or omission of the authorized signatory, its agents, or partners etc. in the performance of the services provided by the agency / firm.

Any liability arising out of non-payment of statutory liabilities of deployed employees and non-compliance of the provisions of labour laws will be indemnified by the selected agency / firm shall.

xiii. Agreement between the Agencies / Firms and BSMCL

The successful agency / firm shall execute an Agreement (Annexure VIII) at their own cost with BSMCL on non-judicial Stamp Paper in accordance with Stamp Act.

xiv. Termination of Agreement

The agreement with the empanelled firm may be cancelled / terminated at the discretion of the Corporation on account of following or without assigning any reason:

- a. On refusal to take up the assignment or the agency / firm stands dissolved;
- b. On not abiding by the terms and conditions stipulated in the agreement with the agency / firm;
- c. If the performance of the agency / firm is not found satisfactory;
- d. In case of violation in compliance of the provisions labour laws including non-payment of statutory liabilities within prescribed time limit; and
- e. Any other reason at the discretion of BSMCL.

Further, the Corporation will reserve the right to terminate the contract / cancel the contract with one month's notice after giving a reasonable opportunity to the firm for improvement in the services. This reasonable period will not exceed more than 45 days after a communication is sent to the firm by the Corporation to this effect.

Apart from termination of contract with selected agency / firm, the Corporation will refer the matter relating to non-compliance of labour laws in any manner to the Appropriate Authority under the provisions of applicable statutes.

xv. Resolution of Dispute and Arbitration

- a. All disputes or differences arising out of or in connection with the agreement or any part thereof, should be settled by bilateral discussions;
- b. Any dispute, disagreement or question arising out of or relating to the Agreement or relating to performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator as acceptable to both the parties concerned;
- c. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties;
- d. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only;
- e. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

7. Miscellaneous Terms and Conditions

- a. The agencies / firms shall be responsible for providing protection and surveillance services at the premises of BSMCL. The services would be rendered as per the direction of BSMCL. The agency / firm undertake to provide personnel that will be trained, disciplined, experienced.
- b. The agencies / firms will have to abide by all the provisions of applicable statutes including labour laws, taxation laws and other laws applicable, for the time being in force, to its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulation, Notification, Circulars, Guideline issued by the Appropriate Government or Authorities.
- c. BSMCL will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act, 1923, Payment of Gratuity Act. 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the agency / firm and challans / receipts must be enclosed with the monthly bill.
- d. The rates will be firm for a period of 12 months from the date of commencement of the contract. However, in the event of revision of minimum wages by the Appropriate Govt., the minimum wages so revised will become payable from the date it is revised during operation of the contract.
- e. The agency / firm will ensure that its staff will not at any time divulge / make known any trust information of other matter relating to the affairs of BSMC.
- f. The agency / firm will ensure that the personnel deployed at BSMCL are major and their maximum age should not exceed 50 years. It is also required to be ensured that deployed personnel are physically and mentally fit. Further minimum qualification of drivers / MTS must be class VIII.
- g. In case of engagement of 20 or more contract labourers by the agency / firm at the establishment of BSMCL on any given day, such engagement shall not be permissible till a License under the Contract Labour (R&A) Act, 1970 is obtained from the concerned Licensing Authority.
- h. The agency / firm shall also ensure that the personnel deployed in the premises of BSMCL shall wear proper and clean uniform at all times so that they are identifiable by general public / visitors. The BSMCL shall not be liable to pay for these uniforms and / or their maintenance thereof.

- i. The agency / firm will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding and these bills will be paid within a week from the date on which they are raised.
- j. The agency / firm will ensure timely payment of wages and other benefit to its personnel in all cases within a week of the payment received from BSMCL by way of RTGS / NEFT only.
- k. The agency / firm will provide additional manpower in any number within a reasonable time but not exceeding 15 days, if so required on the written requisition of BSMCL, Patna at the approved rates and terms and conditions.
- l. The agency / firm will execute the jobs undertaken by it directly and with its own resources and will not give out any part of the assignment on sub-contract.
- m. BSMCL, Patna is not bound to accept the lowest or any tender or to assign any reason thereof.
- n. BSMCL has the right to increase or decrease the manpower at any site or to add or delete any site of deployment after giving 7 days' notice in writing.
- o. The agency / firm shall ensure compliance with the provisions of Minimum Wages Act, 1948 and any amendment thereof under any circumstances.
- p. The agency / firm shall be solely responsible and liable for its personnel under the provisions of Contract Labour (R&A) Act, labour laws and other applicable laws. A certificate to this effect will have to be submitted by the agency / firm in separate challan in respect of manpower employed by it.
- q. In case of negligence, dereliction of duty, disorderly behavior, and other misconduct of drivers / MTS, the agency / firm will take proper disciplinary action against them.

Annexure - I

Checklist for Bid Submission

Sr. No.	Section Heading	Pro-forma Given
Technical Bid Index		
1.	Earnest Money Deposit (EMD)	Copy of remittance of requisite EMD
2.	Firm Response Cover Letter	Annexure - II
3.	Eligibility Criteria Compliance	Duly filled Annexure - III
4.	Firm's Details	Duly filled Annexure - IV
5.	Self-Declaration	Annexure - V
6.	Certificate Declaration regarding Blacklisting / Non-Blacklisting.	Annexure - VI
7.	Supporting documents for office address	Certificate of Incorporation / Partnership Deed / LLP Agreement and latest Electricity Bill.
8.	Supporting Documents for having similar experience of 5 years	Work Order or any other relevant documents.
9.	Documentary Evidence of two running contact worth ₹ 20 lacs	Work Order or any other relevant documents.
10.	Documentary Evidence of serving minimum 2 Govt. Dept. / PSU	Work Order or any other relevant documents.
11.	Supporting to Financial criteria compliance	Audited Financial Statement for financial years 2019-20, 2020-21 and 2021-22.
12.	Supporting to Taxation criteria compliance	Copy of PAN, TAN, GSTIN and ITR Acknowledgement of preceding three Assessment Years.
13.	Supporting Documents indicating compliance of labour laws	Attested copy of the Certificates issued by Labour Authorities including latest copy of quarterly return along with its challan, regarding its regular payments and its contribution to PF & ESIC.
Financial Bid Index		
9.	Financial Bid Details with price	Annexure - VII

Annexure - II

Agency / Firm Response Cover Letter

(To be submitted on letterhead)

To

The General Manager
Bihar State Mining Corporation Limited
New Secretariat, Bailey Road,
Patna - 800015

Sir,

1. Having examined the Scope Documents including all Annexures, the undersigned offers to provide services for the scope of work mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your organization in conformity with the said Scope Documents.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope.
3. We agree to abide by this offer and our offer shall remain binding on us and may be accepted by the Corporation any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the work is allocated to us, we will strictly observe the laws against fraud and corruption for the time being in force in India.
6. We certify that we have provided all the information requested by BSMCL. We also understand that BSMCL has the exclusive right to reject this bid in case the Corporation is of the opinion that the required information is not provided.

Yours faithfully

Authorized Signatory

Designation

Annexure - III

Eligibility Criteria Compliance

Sr. No.	Criteria	Document to be submitted	Eligibility (Yes / No)
1.	The agency / firm must be a proprietorship firm / partnership firm / Limited Liability Partnership (LLP) / Company or Body Corporate registered under Companies Act, 1956 / 2013 having registered offices in Patna, Bihar and supervisory structure in entire state of Bihar for providing manpower services. The office of the bidder must be in existence before the RFP is published and in running condition.	Copy of Partnership Deed including details of all the partners, in case of Partnership Firm. Certificate of Incorporation and copy of MOA & AOA including details of all directors, in case of Company / Body Corporate. In case of LLP, copy of LLP Agreement.	
2.	The agency / firm should have been providing similar services for at least 5 years in Government Department and / or Central / State Undertakings.	Documentary evidence in shape of work order to be provided.	
3.	The agency / firm should have Annual Turnover of not less than ₹ 1.00 crore in last three financial years (each year separately).	Copy of Audited Financial Statements of FY 2019-20, 2020-21 and 2021-22 to be provided.	
4.	The agency / firm must be operating in at least two Central / State government departments or Central / State PSUs situated in the state of Bihar or outside.	Provide brief details and a Declaration signed by the Principal Officer of the Firm and Appointment letter / Client letter issued by the Central / State PSUs or Government Departments.	
5.	The agency / firm must have at least 2 (two) running contracts having annual value of not be less than ₹ 20 Lakhs each.	Copies of Agreement / Work order from client as evidence must be provided.	
6.	The agency / firm should be registered with appropriate authorities under the provisions of Labour laws and Industrial laws and the agency / firm should be in compliance with EPF Act, 1952, ESI Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labor (Regulation and Abolition) Act, 1970 and Industrial Dispute Act, 1947.	Attested copy of the Certificates issued by Labour Authorities including latest copy of quarterly return along with its challan, for qualifying the details of its present employee's strength regarding its regular payments and its contribution to PF & ESIC.	

7.	The agency / firm should not be defaulter / blacklisted in any organization, where it has previously worked / working.	Declaration of blacklisting / Non Blacklisting.	
8.	Agencies / firms incurred loss during the financial year 2021-22 shall not be eligible.	Copy of relevant document for FY 2018-19.	
9.	Agencies / firms should be registered with Tax Authorities.	Attested copy of PAN, TAN and GSTIN and ITR Acknowledgement for preceding three Assessment Years.	

Annexure – IV
Firm's Details

To

The General Manager
Bihar State Mining Corporation Limited
New Secretariat, Bailey Road,
Patna - 800015

S. No.	Required Details	Response		
General Details				
1.	Name of the Agency / Firm			
2.	Complete postal address of the Agency / Firm			
3.	Telephone, Mobile and Email Id			
4.	Website address (if any)			
5.	Details of ownership / constitution			
6.	Date of Incorporation of the Agency / Firm			
7.	GST Registration No.			
8.	Income Tax PAN			
9.	ESIC Registration / Code No.			
10.	EPF Registration / Code No.			
Financial Information				
Relevant Financial Year		2019-20	2020-21	2021-22
1.	Annual Turnover			
2.	Net Worth			
Bank Details				
1.	Bank Name			
2.	Branch Address			
3.	Account Number			
4.	IFSC Code			
Others				
1.	Details of major assignments			
2.	Any other information considered relevant by the agency / firm			

Particulars of Partners / Designated Partners / Directors of the Agency / Firm

Sr. No.	Name of the Partner / Director	Address of the Partner / Director	Occupation of the Partner / Director
1.			
2.			
3.			
4.			
5.			

Particulars of former commissioned officers of Defense / former officers of Police or other Para Military Forces working in the Agency / Firm

Sr. No.	Name	Last rank held in Defense / Police / Para Military Service	Present Job Assignment in the Agency / Firm
1.			
2.			
3.			
4.			
5.			

Particulars of engagement in Govt. Department / Undertaking

Particulars of engagement in Central / State Govt. PSUs or in any Govt. Organization as on 31st March, 2022.

Sr. No.	Name of the PSU / Govt. Undertaking	Brief details of scope of work	Name of person in-charge from client side with Contact No.	Period	
				From	To
1.					
2.					
3.					

Declaration:

I hereby declare that I have verified the details indicated above and also confirm that all the information submitted is true to the best of my knowledge.

Authorized Signatory
Designation

Annexure – V
Self-Declaration
(To be submitted on letterhead)

To

The General Manager
Bihar State Mining Corporation Limited
New Secretariat (Bailey Road) Patna – 800015

Self-Declaration

Sir,

I, _____ son / daughter / wife of _____
Resident of _____, Proprietor / Director /
Authorized Signatory of the agency / firm, mentioned above, is competent to sign this
declaration and execute this tender document.

I / we hereby certify that I / we have read the entire terms and conditions of the
tender documents including all annexure(s), which form part of the contract agreement and
I / we shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and
authentic to the best of my / our knowledge and belief. I / we are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

I / we hereby unconditionally accept the tender conditions of above mentioned tender
document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your organization shall
without prejudice to any other right or remedy be at liberty to reject this tender / bid
including the forfeiture of the full Earnest Money Deposit.

Authorized Signatory: _____

Name and title of Signatory: _____

Stamp of the Agency / Firm: _____

Annexure - VI
Certificate Declaration regarding Blacklisting / Non-Blacklisting
(To be submitted on letterhead)

To,
The General Manager
Bihar State Mining Corporation Limited,
New Secretariat, Bailey Road, Patna - 800015

Sub: Certificate Declaration regarding Blacklisting / Non-Blacklisting

I, proprietor of M/s hereby declare that the agency / firm namely has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / we, Partner(s) / Director (s) of M/s hereby declare that the agency / firm namely M/s was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of years with effect from The period is over on and now the agency / firm is entitled to take part in Government tender.

In case the above information is found false, I / we are fully aware that the tender / contract will be rejected / cancelled by Mines & Geology Department, Govt. of Bihar and Earnest Money Deposit shall be forfeited accordingly.

Authorized Signatory: _____

Name and title of Signatory: _____

Stamp of the Agency / Firm: _____

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or Company Secretary on behalf of all directors.

Annexure – VII
Financial Bid
(To be submitted on letterhead)

To

The General Manager
Bihar State Mining Corporation Limited
New Secretariat, Bailey Road,
Patna – 800015

Financial Bid

I / we herewith submit the Financial Bid for the providing manpower, as per the details give in Tender document and assessed the scope of works thoroughly and have also gone through the tender documents and understood the terms & conditions stipulated therein before quoting the rates hereunder:

Sr. No.	Description	Monthly Basic Salary	ESIC @ on Basic	EPF@ on Basic	Total
1.	Driver				
2.	MTS				
Total					
Service Charge / Profit margin of Contractor (Quote profit in % only)					

Fee quoted by us is inclusive of all the statutory liability, duties fees, other charges but excluding of GST.

Authorized Signatory: _____

Name and title of Signatory: _____

Stamp of the Agency / Firm: _____

Annexure – VIII
FORMAT OF AGREEMENT

(To be stamped in accordance with Stamp Act)

This agreement is entered at _____ (place) on _____ day of _____ (month), 2022 between, Bihar State Mining Corporation Limited (hereinafter “the Corporation”); which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its office at New Secretariat, Bailey Road, Patna - 800015 on the ONE PART; and

*M/s. _____ the partnership firm having an administrative / principal office at _____ represented by its Managing / duly authorized partner _____.

*M/s. _____ Company / Body Corporate incorporated under the provisions of the Companies Act, 1956 / 2013 having its registered office at the following address _____, duly represented by its constituted and authorized Managing Director / Director, Shri _____ (hereinafter called the Empanelled Agency) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part.

[Note: * Strike off whichever is not applicable]

WHEREAS THE Corporation is desirous to engage the agency for providing services of Manpower Service Provider;

WHEREAS THE agency has agreed to provide services of to the Corporation as per their requirements.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this Agreement viz:
 - a. Notice inviting Tender;
 - b. General rules and Instructions for the guidance of tenderers;

- c. The Tender, Letter of Acceptance, Letters from and to the tenderer, amendments, if any, leading to and prior to acceptance letter;
 - d. Terms and Conditions of contract and clauses of contract along with Annexures thereto;
 - e. Schedule of quantities including Prices and tendered amount known as Price Bid;
 - f. The details submitted in Technical Bid and other commitments shall be part of the Agreement.
3. In consideration of the payments to be made by the Corporation to the Agency, the Empanelled Agency hereby covenants and agrees with the Corporation to complete the work of Manpower Service Provider in conformity with all respects and subject to all terms and conditions / rules as mentioned in the Terms and Conditions as also in the aforesaid documents which shall form part of this Agreement.
4. In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said Agency, _____
_____ to the Corporation (Bihar State Mining Corporation Limited) in the presence of:

Signature of the representative of Empanelled Agency (with seal)

Signature of Authorized representative of the Corporation / Accepting Authority

Witness (Signature, Name & Address):

1. _____

2. _____

Annexure - IX
PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date:

To

The General Manager,
Vikas Bhawan, New Secretariat,
Bailey Road, Patna - 800015

Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for supply of manpower services.

WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Performance Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing the assignment.

WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the "BSMCL" the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to BSMCL under the terms of the Agreement dated

Provided, however, that the maximum liability of the Bank towards BSMCL under this Guarantee shall not, under any circumstances, exceed Rs. 200,000/- in aggregate.

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from BSMCL in that behalf and without delay / demur or set off, pay to BSMCL any and all sums demanded by BSMCL under the said demand notice, subject to the maximum limits specified above. A notice from BSMCL to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

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. The Bank shall extend the Guarantee for a further period which may mutually decided by the bidder & BSMCL. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- a. Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- b. Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements / credit arrangement, present or future, between Bidder and the Bank.

The BANK also agrees that BSMCL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and not withstanding any security or other guarantee that BSMCL may have in relation to the Bidder's liabilities.

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 BSMCL or any other indulgence shown by BSMCL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

This Guarantee shall be governed by the laws of India and the courts of Patna shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this day of, 2022.

Witness:

(Signature)

(Name)

(Signature)

(Name)

Bank Rubber Stamp
(Official Address)

Designation with Bank Stamp