



BISCOMAUN

Bihar-Jharkhand

Phone No. :- 0612-2219987
Fax No. :- 0612-2232377
Website :- www.biscomaun.co.in
E-mail :- biscomaun@gmail.com

1st Floor, Biscomaun Bhawan, West Gandhi Maidan Patna-1

Ref. :- ESTT/159/M/159

Date: 20.05.2017

Tender Notice

Subject: Inviting Tender for Hiring of SECURITY Agency/ Agencies for supply of GUARDS on a rate contract basis as per the requirement of BISCOMAUN. -

1. BISCOMAUN urgently requires to hire SECURITY Agency/Agencies operating in SECURITY Business for supplying GUARDS on rate contract fee basis in BIHAR & Jharkhand State .

2. Sealed tenders are invited by BISCOMAUN from reputed, experienced and financially sound SECURITY Agencies for providing services of minimum 40 GUARDS in BISCOMAUN for a period specified in Section-E of the tender from the date of contract coming in effect.

3. The tender comprise of the following broad sections:

Section - I: Instructions to the Bidders

Annexure - 1 & 2: Formats of Technical Bid

Annexure - 3: Format for Financial Bid

Annexure - 4: Terms of Reference

Annexure - 5: Position wise Job Description

Annexure - 6: Draft Contract

4. Interested SECURITY Agencies can download detailed tender document from the department's website. using the link : www.biscomaun.co.in .

The downloaded tender documents need to be completed in all respect and submitted along with DD of Rs. 500/- as tender fee, & Rs. 2000/- as EMD in favour of BISCOMAUN, Patna, payable at Patna. EMD is refundable to non successful bidders and would be exchanged as Performance Bank Guarantee of equal amount in case of the successful bidder.

5. Important Dates in Tendering Process :-

Closing date & time for receipt of tender: 01.06.2017 by 01.00 P.M

Technical Part of Tender Opening date & time: 01.06.2017 at 03.30 P.M

6. Preferred bidder/s would be selected based on "Least Cost Selection" method. BISCOMAUN would look forward to receive most competitive and reasonable bids against this tender notice. BISCOMAUN may select one or more most competitive bids for the assignment.

BISCOMAUN

SECTION – I: INSTRUCTION TO THE BIDDERS

A. GENERAL INSTRUCTIONS:

1 BISCOMAUN (BISCOMAUN) invites sealed tenders from well established and reputed SECURITY Agencies¹ for supplying quality manpower based on requirement given in **Section-E**. The number shall vary depending upon the actual requirement of the Society from time to time. The period of contract for SECURITY Agency/Agencies would be for a period of 2 years from the date of contract coming into effect.

2 . Pre-declared Consortium or Joint Venture is allowed for applying for this tender, provided the turnover eligibility criteria must be solely met by the Master Service Provider (MSP)². The applicant agency should preferably have a local operational office in Patna.

- a) The applicant SECURITY Agency/ Agencies are required to enclose the following documents Mutual Non Disclosure agreement on Rs 100 Non Judicial Stamp Paper(NJSP) signed by all the partnering organizations.
- b) The Agency should have obtained the licenses under The Private Security Agencies (Regulation) Act, 2005 and should enclose attested copies of the same a proof with quotation, failing which the quotation will be rejected summarily.
- c) The Agency must be registered with the Regional Labour Commissioner as an Agency carrying out Security Services on Contractual basis, under the Contract Labour (Regulation & Abolition) Act, 1970 and submit a copy of the licence within a month from the date of commencement of the work, at its own cost.
- d) Memorandum of understanding on Rs 100 NJSP signed by all the partnering organizations
- e) Registration certificates of all the partnering organizations.
- f) Registration certificate under “THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970” of MSP.
- g) Income Tax audit report.
- h) Copies of EPF and ESI Registration Certificates of all the partnering organizations
- i) Copies of Service Tax Registration Certificates of all the partnering organizations
- j) Copies of PAN/ TAN Cards of the all the partnering organizations
- k) Copy of the Annual Report (Balance Sheet and Profit & Loss Account) for the last three years of MSP.

3. Technical Bid & Financial Bid must be separately sealed in two separate envelopes super scribed as “**Technical Bid**” and “**Financial Bid**”. Soft copies of the Technical Bid & Financial Bid shall be provided in an editable format in CDs placed in the respective envelopes. Both the bids must be sealed in one main (large) envelope super scribed as “**Bid for Selection of SECURITY Agencies for Supply of GUARDS on Rate Contract Basis**”. The main envelope shall be addressed to:

**Managing Director,
BISCOMAUN,
1st Floor, BISCOMAUN BHAWAN, West Of Gandhi Maidan,
Patna – 800001.**

All pages in the bids must be serially numbered. Sealed bids may be submitted on or before the mentioned time & date. Bid has to be deposited in person.

Timely submission of bids is the responsibility of the bidders. Late bids or Open bids shall not be entertained in any circumstances. No excuses, such as delay in issue of Pass, Traffic jam etc. shall be entertained.

4 “**Technical Bid**” should contain the following :

- (a) Cover letter (format provided in Annexure-1) duly signed.
- (b) The Performa (Annexure-2) for Technical Bid duly filled in.
- (c) Technical Bid Document having Approach & Methodology.
- (d) The Agency's profile including details and supporting documents relating to their previous experience of supplying manpower to Government Ministries/ Departments etc.
- (e) Acceptance of Terms and Conditions mentioned in Annexure-4.
- (f) Account Payee Demand Draft or Banker's Cheque of Rs. 500/- (Five Hundred only) as Tender Fee and Rs. 2000/- (Two Thousand only) as EMD in favour of BISCOMAUN, Patna payable at Patna. EMD shall be refundable to non successful bidders and would be exchanged in form of Performance Bank Guarantee of equal amount in case of the successful bidder.
- (g) Any other relevant document.

5 “**Financial Bid**” (A) should contain rates which are to be quoted per professional/ support staff basis as per Performa at FIN 2, Annexure - The total of remuneration, reimbursable and other expenses shall be provided in price schedule at FIN 1 Annexure – 3. Financial bids of only those companies which would score above **70%** in the Technical Evaluation would be opened and considered for financial evaluation. Rates in the financial bid must be written in legible handwriting or preferably typed. Bids not fulfilling the requirement shall be rejected.

(B) Financial bids contain table:-

Table – 1: Estimated Position-wise Requirement for other position.

The final selection of estimated candidate in case of table 1 will be taken in totality.

6 All entries in the tender form should be legibly handwritten/ typed. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the Officer/Company Professional authorized to sign the tender bids.

7 Validity of bids shall be for a period of minimum 90 days from the date of consideration of the bids. Bids having the validity of less than 90 days would be considered non-responsive and declared invalid.

8 Bid must be submitted on firm's letter head duly signed and stamped indicating the list of documents being submitted by the Agency for check at the time of opening the tenders.

9 In case the SECURITY bids deviates from BISCOAUN requirements and terms & conditions in any manner, these deviations must be clearly spelt out in the covering letter, failing which the BISCOAUN requirements and terms & conditions will be binding on the SECURITY Agency.

10 At the first stage, only the technical bids will be opened by the Tender Evaluation Committee in the office of MD, BISCOAUN in the presence of the participating bidders who chose to participate. Only duly authorized representative of each bidder would be allowed to participate in the opening of the tender. In the second stage the financial bid will be opened on a pre-decided date as will be informed to the agencies selected after technical evaluation of the agencies.

11 The SECURITY Agency shall provide the required quality manpower within a specified period as given in table below from the date of placement of the order by BISCOAUN. The agency may provide the way to meet the requirement of extra deployment in their approach and methodology in shorter time duration.

Sr.No	No. of Personnel to be Deployed	Response Time
1	Less than 50 personnel	Within 7 days from the date of issue of Letter for placement of personnel
2	Deployment of 50 - 200 personnel	Within 30 days from date of issue of Letter for placement of personnel

Note :- For issue of “letter for placement of personnel” within a weeks time of issue of previous letter, a 15 days relaxation in Response time shall be provided for the latter letter.

12 The responsibility of pre-selection of the referred candidate and dispatch of relevant CVs shall lie with SECURITY Agency. **Final selection of the candidates will be done on the basis of interview that may be conducted by the agency, in the supervision of BISCOAUN. The finally selected shall report to BISCOAUN with their own mobile phones with SIM card or those provided by the SECURITY agency. No incumbent shall be allowed to report for duty without Mobile phone.** The SECURITY Agency should have adequate experience of providing quality manpower to various Government Departments, Public Sector Undertakings, Government Autonomous organizations and Large Private Sector Enterprise.

13 The bidder shall indemnify BISCOAUN against all claims arising as a result of any dispute between the SECURITY Agency and the manpower so deployed in BISCOAUN.

B. PRE QUALIFICATION CRITERIA

14 Following criteria shall be applied for eligibility of SECURITY Agency :

(a) The applicant agency shall submit copies of audited financial statements as credentials along with a Chartered Accountant certificate.

(b) Shall have minimum of **3 years** of past experience as Security Agency and related business catering to State/ Central Government organizations/ PSUs or Government Autonomous Organizations, or large

private sector enterprises. The applicant agency shall submit copies of Certificate of Incorporation, the relevant work orders/ Client Satisfaction Certificate as credentials. (BISCOMAUN may seek client feedback on services provided by SECURITY Agency)

(c) Shall have engaged as Security Agency and related business in minimum **3** State/ Central Government organizations/ PSUs or Government Autonomous Organizations/ large private sector enterprise as sole/ prime bidder.

(d) Shall have supplied at least **100 personnel** in State/ Central Government organizations/ PSUs or Government Autonomous Organizations/ Large Private sector Enterprise₃ in a single contract. Enclose copy of the Work-order/ Contract etc.

C. FINANCIAL EVALUATION

Financial bids of only those bidders who would score **at least 70 % in technical evaluation** would be opened and considered for financial evaluation.

Lowest cost quoted will be determined on the following weight age:-

Sr.No	Cost Component	Weight age for total cost
1	Total cost for position mentioned in Table 1.	100% of cost quoted

The sum total after the weightings would be used for deciding L1.

D. MANPOWER REQUIREMENT

Table 1 : Estimated Position-wise Requirement :

S.No	Position	Indicative no of positions	Expected Duration (in months)
1.	Guard	40	18

Detailed job descriptions for each of the above mentioned positions have been provided in Annexure -5.

E. PLACE OF DUTY, WORKING HOURS AND PUNCTUALITY

15 The personnel so deployed shall have to report for duty at any designated place in the State. The place may be changed and intimated from time to time as per the requirement.

16 BISCOMAUN will have discretion to schedule the normal working hours for all of the personnel deployed under intimation to the SECURITY Agency.

17 The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.

18 SECURITY Agency would have to make provision of alternate personnel as for any deployed personnel going on pre-informed/ uninformed leave .

19 Duration of the deployment may be mutually extendable and would be communicated in writing by BISCOMAUN to the hired agency.

20 The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by BISCOMAUN, The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.

21 BISCOMAUN may come up with more requirements of manpower in terms of quantity of deployed personnel and other skills sets as per the requirements. The agency is expected to deploy these newer manpower requirements against mapping them on the pre-tendered positions.

F. SECURITY CONSIDERATIONS

22 It is expected that SECURITY Agency would supply honest and good character Professionals/ Support staff. The agency is expected to make adequate enquiry about the character and antecedents of the personnel whom they are recommending.

23 Any liability or circumstances created by the deployed staff resulting in financial and material losses to the BISCOMAUN shall be recovered from the SECURITY Agency.

24 SECURITY Agency is also expected not to recommend any staff having any Police records/ criminal cases against them.

G. PAYMENT TERMS

25 The payment shall be made on conclusion of the calendar month every month on the basis of no. of working days for which duty has been performed by each personnel. SECURITY Agency would be expected to raise the invoice/ wage bill for the deployed personnel to BISCOMAUN every month by 30th of each calendar month.

26 Payment of Salary by SECURITY Agency to Deployed Staff: The SECURITY Agency shall ensure that the salary to the persons so employed is made by the 7th day of the succeeding month. The payment shall be made through multi city cheques / RTGS/ online transfer in the personal account of the candidates.

27 Detailed modalities would be worked out to ensure smooth flow of funds to SECURITY Agency. In the first year of operation the Agency is expected to work on "Pay & Collect" Model but subsequently based on agency's performance "Collect and Pay" Model would be initiated and implemented. No other charges or reimbursements like Telephone, transport, data card reimbursement or any other consumables will be paid extra.

28 Statutory deductions: The income Tax/ TDS and other statutory deductions, as applicable will be deducted from the payments made to the SECURITY agency. Tax deduction certificate will be issued to the SECURITY Agency by BISCOMAUN.

29 SECURITY Agency will have to submit compliance report on submission of EPF, ESI, Income Tax etc. for the deployed personnel every financial quarter to BISCOMAUN.

H. PENALTY CLAUSE

30 In emergent cases such as the personnel deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 7 days, the SECURITY Agency shall deploy a suitable substitute. If the Agency fails to deploy the substitute, without prejudice to any other right or remedy available under the law to BISCOMAUN, on account of such breach, pro-rata recovery along with penalty equal to @ 2 % of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the SECURITY Agency.

31 If the agency fails to place the person within the period specified in the ITB 11, a penalty of 1 % of monthly charge per day (of person remuneration) will be recovered from the monthly bill of the SECURITY agency.

I. PERIOD OF CONTRACT

32 The period of contract with the SECURITY agency/agencies will be initially for a period as given in ITB – E (Table A) extendable at the discretion of the BISCOMAUN, depending upon the requirements as well as the performance of the manpower supplied by the SECURITY Agency.

33 BISCOMAUN will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

34 In case of BISCOMAUN requirement of less than 100 personnel at a given point in time or at time of interview the SECURITY Agency must send CVs of candidates to BISCOMAUN that three times of the requirements (3x1) within 30 days of such requisition by BISCOMAUN For the BISCOMAUN requirement of more than 100 personnel one relevant CV for each vacant position would be admissible.

J. TERMINATION OF CONTRACT

35 In case of any material violation of any of the terms & conditions mentioned in **Annexure-4** by the SECURITY Agency, BISCOMAUN reserves its right to unilaterally terminate the contract giving one months notice in writing.

Form Tech – I: Format for Technical Bid

To ,

MD, BISCOAUN,
Patna-1(Bihar).

Sub: Bid for Selection of SECURITY Agencies for Supply of Quality Manpower on Rate Contract Basis.

Having examined the tender document, we, M/s _____, offer to be selected as preferred bidder with BISCOAUN, in full conformity with the said tender document. We have read the provisions of tender document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to.

We also certify that we have not been blacklisted by any Central Govt./State Govt./PSU in India.

We agree to abide by the terms and conditions of this Bid, consisting of this letter, the Technical and Financial Proposal, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of Bids as stipulated in the tender document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.

We understand you are not bound to accept any bid you receive.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of [Name of Respondent]

Name of Agency:

Address:

Form Tech – II: Format for Technical Bid**A. Documents and Information (copies to be enclosed) to be submitted by the Agency ,****Checklists :-**

Sr No	Particulars	Numbers/details/Remarks/Page Number
1	Agency profile	
	Detailed Office Address with official Mobile No & E-mail Id	
	Name and address of the MD/ Director/Owner of the Agency with Tel./ Mobile No:	
2	Tender Fee Rs 500.00 Details of Tender Fee	
	i. Amount	
	ii. Draft No.	
	iii. Date	
	iv. Issuing Bank	
3.	EMD Rs 2000.00 in favour of BISCOAUN, Patna payable at Patna. Details of EMD	
	i. Amount	
	ii. Draft No.	
	iii. Date	
	iv. Issuing Bank	
3	Registration certificates of all the partnering organizations	
	Registration certificate under "THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970" of MSP	
	Whether registered with all concerned Government authorities (Labour License No. /EPF/ESI/Registration Number under the Shops & Estt. Act etc.)	
4	Income Tax audit report.	
5	Copies of Service Tax Registration Certificates of all the partnering organizations	
6	Copies of PAN/ TAN Cards of the all the partnering organizations	
7	Copy of the Annual Report (Balance Sheet and Profit & Loss Account) for the last two years of MSP	
8	Experience Certificates/Previous Work Order	
9	Cover letter duly signed annex A	
10	The Performa of technical bid duly filled in	
11	Details of approach and methodology	
12	Please provide at least 2 contacts in different Government Departments/Other Semi- Govt/Autonomous/Co-operative Organizations. These contacts could be used for taking up the Agencies Client	

	Feedback	
13	Any other documents (additional rows may be added)	

A. Technical Evaluation Format :

S.No	Particulars	Weightage	To be filled by the Agency
1.	2 Past experience in number of years of catering to SECURITY and related business to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Large Private Sector Enterprise. List of other clients (may attach separate sheet)	20	
2.	SECURITY and related services to number of State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise	15	
3.	Supplying more than 100 or more than 100 personnel to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, in a single assignment . Experience in dealing with Government Departments/ Clients (here, indicate the names of the Departments, Name of the Official in Contact, her/ his mobile/ landline (Attach copies of contracts/orders sought by the agency) (Please provide at least 2 contacts in different Government Departments. These contacts could be used for taking up the Agencies Client Feedback)	15	
4.	Approach & Methodology (A&M) for Selection & Supply of Candidates. The A&M must detail out how the SECURITY Agencies core management staff would provide back-up support to the deployed personnel in smooth running of day to day business. It should also specify the methods that it will adopt in Screening/ Recruitment/ Staffing/ Testing/ Assessment. SECURITY agencies will be required to make Technical Presentation on Approach & Methodology	20	Attach separate sheets for detailed Approach and methodology
5.	Pan India Presence (Having more than one functional office in India outside Bihar) <i>Details of the workforce with infrastructure facilities to be enclosed</i>	5	
6.	Experience of Working in Bihar <i>Details of the workforce with infrastructure facilities to be enclosed</i>	5	
7.	Whether a copy of the terms and conditions (Annexure-4) duly signed, in token of acceptance of the same is attached?	Attach	
8.	Details of the contract with any two Govt./Public sector	Attach	

	organization etc. with contact person's name & telephone /cell no. etc.		
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Note: It is mandatory to attach the attested copy of required certificates/proof with above information.

Signature of Authorized Officer of the Agency
Full Name
Seal

Date :

Place :

ANNEXURE - 3

Fin 1 - Price schedule For Table 1

S.No	Cost Component	Cost(INR)-A	Weight age for total cost (B)	Total Cost(INR)- C=A*B
1	Total cost for table 1 defined position		70%	
2	Total Manpower Cost			
3	Services Tax			
4	Total Cost			

Form Fin – 2: Format of Financial Bid total cost (To be taken on Agency's Letterhead)

Table – 1: Estimated Position-wise Requirement for defined position :-

S.N	Designation	Indicative No. Of Position (A)	Expected duration (in months) (B)	Man Month Rate per person (INR)				Total G=(A) x (B) x (F) (INR)
				Remuneration to be paid to personnel (c)	Reimbursable amount per month per person (D)	Service Charge and other loadings per month per person (E)	Total of per person Rate(F)=(C)+(D)+(E)	
1	GUARDS	40	18					
2	TOTAL	40	18					

SECURITY Agency's rate contract per personnel per month should be inclusive of all Statutory Liability, Levies, Cess etc. in force at the time of entering into the contract.

Grand Total Amount (in INR Words) for Table 3: _____

Agency

Signature of Authorized Officer of the

Full Name

Seal

Date :

Place :

BISCOMAUN

Terms of Reference (TOR)

1. Scope of Work :

BISCOMAUN proposed the hired SECURITY Agency's to undertake the following activities. The key areas of scope included:

- 1.) The job of providing security services to the BISCOMAUN shall be carried out by The agency on all week days during the contract agreement period including on all working days, holidays, closed weekly off of BISCOMAUN, to ensure overall safety & security of the Men, Machine, equipment's and premises of Centre.
- 2.) The Job shall include, access control to include manning, mustering, entry / exit gates, checking and verifying entries and exit of personnel, material and vehicles to and fro and assets on charges of BISCOMAUN and permit only authorized personnel entry and exit to the BISCOMAUN Office premises, round the clock, Proper Registration of visitors while entering and leaving the centre, Preserving material gate passes and handing over to admin every quarter, Timely follow up of outstanding of returnable material.
- 3.) The present scope of work will cover in and around area of operation of the entire premises of BISCOMAUN consisting of Offices, Depot, Godowns, Cold-Storage, and Factories etc.
- 4.) (A) Ensuring issue and receipt of the day to day work i.
(B) Ensure that all security lights are in working condition and should be put on and off every day, by the Security staff on duty. Defective lights to be reported to the Maintenance in-charge immediately.
- 5.) The Agency shall deploy required personnel (including relievers) in all the three shifts on a regular basis within the scope of operation.
- 6.) Visitors should not be allowed to visit Offices, Depot, Godowns, Cold-Storage, and Factories without Gate Pass and without confirming the availability of the concerned officials of BISCOMAUN.
- 7.) The security staff on duty should make necessary Gate Pass entries of non-returnable items in the Non-returnable Register.
- 8.) Any material / equipment / machine etc. should not be allowed to be of BISCOMAUN premises taken out by any staff member or other person without the proper material Gate pass duly signed by the authorized officer/s of the Institute.
- 9.) The Security staff on duty should ensure parking of the vehicles at the proper parking place and see that it does not cause inconvenience to the visitors.
- 10.) The Agency should check damage, theft and pilferage of material by manning static security posts by required number of personnel and by regular patrolling in the campus and along boundary wall /

fence during day and night. The Agency should prevent any unwanted / illegal activities and gather intelligence on unauthorized movements / activities. Further report any illegal activities / movement to BISCOAUN authorities.

11.) To restrain trespassers / intruders and immediately inform the same to the Administration.

12.) Static posts to be manned and areas to be patrolled will be shown to the Agency by BISCOAUN from time to time.

13.) Timely deployment of the required security staff on all the points is the prime responsibility of the Agency.

14.) The Agency shall ensure that the Security guards maintain proper communication system so that they can assemble quickly in case of emergent situation.

15.) Agency shall render necessary and adequate assistance to BISCOAUN Administration in case of strikes, labour unrest and take necessary steps to control the mob / unruly crowd.

16.) The agency shall in case of any theft during tenure of contract agreement will help to lodge FIR with police, conduct their investigation and submit the report findings to the MD, BISCOAUN or Administration. The Agency shall also be responsible to pursue the theft case with police and related authorities.

17) Other Functions

(a) **Agreement to Service Levels:** SECURITY Agency shall have to comply with the following indicative service levels. The same may be expanded during signing of the contract.

S.No	Service	Expected Service Levels	Penalty Level in case of Default
1	Replacement of Personnel at the request of BISCOAUN	Within 1 Weeks of Written Intimation from BISCOAUN.	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the SECURITY Agency
2	Replacement of Personnel initiated by SECURITY Agency	At least 2 Weeks of Written Intimation received by BISCOAUN.	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the SECURITY Agency
3	Maximum No. of Replacements initiated by the SECURITY Agency in a Quarter	Should not be more than 5% of the total resource supplied	@ 1% of the monthly payment due in succeeding month
4	If the agency fails to place the person	Within the period specified.	1 % of monthly charge per day (of person remuneration) will be recovered from the monthly bill of the SECURITY agency.

Note: * Replacement penalties would not be applicable if the deployed resource is replaced under exceptional circumstances including death, prolonged illness and on leaving the company. Maximum Penalty cannot exceed 10% of the contract price. On further default, termination of contract subject to review by a committee formed by client.

- B) Performance Review of the Deployed Personnel:** SECURITY Agency is expected to detail out their Performance Review Process in proposed “Approach & Methodology” at the end of 3rd month (post probation period) and on completion of one year by the deployed staff (applicable for only deployed staff requirement of more than 6 months). Copy of the performance evaluation shall be shared with BISCOMAUN/ RDD. It is expected the cost of performance review would be built in quoted Rate Contract by the respective agencies.

3) General Terms & Conditions :-

1. All the recommended candidates shall have good working knowledge of Hindi language both in oral and written communication.
2. All the recommended candidates shall be willing to travel across the State of Bihar at short notice.
3. All the recommended candidates shall be willing to stay and work in rural areas of Bihar as per the requirement.
4. It shall be the responsibility of the deployed manpower/guards and the SECURITY Agency to see that all the manpower performs the tasks allotted to them by BISCOMAUN effectively, efficiently and speedily.
6. The responsibility of statutory / compulsory deductions like EPF/Income Tax and other statutory dues etc. from the manpower deployed will be of the hired Agency. No extra payment shall be made by the BISCOMAUN in this regard. SECURITY Agency will have to submit compliance report to this effect every financial quarter to BISCOMAUN.
7. No extra payments towards Telephone/Mobile charges, transport etc., will be made by BISCOMAUN.
8. The Agency shall submit the stamped wage bills/ invoice (in triplicate) to the BISCOMAUN monthly basis as stated in Payment Terms after completion of the calendar months for payment. In normal circumstances the payment shall be made within 30 days from the date of submission of the bills.
9. The liability of service tax or any other tax or Levies will be borne by the Agency.

10. The copies of appointment letter issued to the Guards deployed in the BISCOMAUN shall be provided to the BISCOMAUN by the SECURITY agency.

11. The Agency shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty in the BISCOMAUN Office.

12. The Agency will provide to the BISCOMAUN, a list of all personnel so deployed with permanent and present address along with their photographs. The character verification of the personnel through local police/ Gazetted Officer should be furnished at the time of deployment.

13. The SECURITY agency will provide all selected candidates for deployment with laminated Identity Cards with their Names, Designations, Place of Deputation, Residential addresses with signatures of a person duly authorized by the SECURITY agency. (Laminated Identity cards could be issued to staff deployed more than 6 months, others may be given an A4 size paper identification card with the photograph) The candidates shall have to carry the card with them at all times.

14. The BISCOMAUN shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months notice of termination. In case of any dispute, the decision of the Competent Authority of the BISCOMAUN will be final and binding.

15. **Nationality:** All the proposed candidates must be Citizens of India. The SECURITY Agency/ BISCOMAUN would endeavor to place the candidates in their own respective native districts/ block.

16. **Age Limit:** For all the positions mentioned in the Tender document age limit would be between 18-45 Years as on 1st April, 2017.

17. **Medical Fitness:** All the deployed candidates must be in good mental and physical health required for efficient discharge of her/his duties. Candidates deployed under disabled quota, must be free from those physical defects which are likely to interfere with the efficient discharge of her/ his official duties. Parameters for medical fitness would be based upon BPSC guidelines or **Medical fitness certificate provided by the registered medical practitioner.**

18. **Statutory Obligations:** The Agency is required to obtain and deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 15 days of the date of the award of the contract.

19. The Agency shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The BISCOMAUN shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Agency's employees performing duties under the contract.

20. The Agency will be responsible for any damages done to the property of the BISCOMAUN by the personnel so employed, and shall reimburse/replace or rectify any damage done.

21. The Agency will be responsible for any damages/thrift done to the Fertilizer/ Pesticides/ Seeds/Mustard Oil Stock of BISCOMAUN by the personnel so employed, and shall reimburse/replace or rectify any damage/thrift done.
22. The Agency shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the BISCOMAUN shall not be a party to any dispute arising out of such deployment by the Agency. The Agency shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the BISCOMAUN.
23. It shall be responsibility of the Agency to issue the employment card to the worker as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulations & Abolition) Act.
24. The BISCOMAUN has right to the demand for change/replace the personnel at any point of time.
25. BISCOMAUN would ensure provision of the seating and working space for the deployed staff in Patna HQ, District or Block Headquarters as the case may be.
26. The Agency will supply a panel of suitable candidates (Minimum 3 for each position) to enable a proper choice to be made and depending on the qualifications/credential/experience. The selection would be made by the Competent Authority in BISCOMAUN.
27. The Agency shall replace immediately any of its personnel, if they are unacceptable to the BISCOMAUN because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of manpower supplied by the agency upon receiving written notice from BISCOMAUN.
28. The BISCOMAUN shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
29. The Agency personnel working in BISCOMAUN should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of the BISCOMAUN. The Agency shall be responsible for any act of indiscipline on the part of personnel deployed by them.
30. The Agency personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters as all are of confidential/secret nature.
31. The Agency personnel shall not claim any benefit/compensation/absorption/regularization of service with BISCOMAUN under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the Personnel to this effect will be required to be submitted by the Agency to this office. The agency shall indemnify BISCOMAUN from any such liability.

32. Any dispute regarding working hours and regarding compensation to be paid to the workers deployed will be the responsibility of the Agency and no representation will be entertained on this issue by the BISCOMAUN.

33. The Agency shall ensure deployment of suitable staff with proper background after investigation by the local police/ Gazetted Officer, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are found unsuitable by BISCOMAUN for any reason, immediately on receipt of such a request.

34. The character and antecedents of each personnel of the Agency will be verified before their deployment and a certification to this effect submitted to the BISCOMAUN.

35. The Agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering around during working hours.

36. The Agency shall engage the necessary personnel as required by the BISCOMAUN from time to time. The said personnel engaged by the Agency shall be either the employee or on contract of the Agency and it shall be the duty of the Agency to pay their salary every month by 7th day of the succeeding month.

37. The transportation, food, medical and other statutory requirement in respect of each personnel of the Agency at the initial place of posting would be the responsibility of the Agency and that the BISCOMAUN will not entertain any claim in this regard.

38. The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by BISCOMAUN, The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.

39. The Agency shall provide a substitute well in advance if there is any probability of the personnel leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.

40. Payment to the Agency would be strictly on certification by the Officer with whom the personnel is attached that his services were satisfactory and attendance as per the bill preferred by the Agency.

41. The Agency shall be easily available at all times and message sent by e-mail/fax/letter from BISCOMAUN to the Agency shall be acknowledged immediately on receipt on the same day.

42. The period of contract will be for a period of **Two year** (extendable on mutual terms based on the department requirement) from the date of signing the Agreement.

43. The decision of the MD ,BISCOMAUN in any matter relating to this contract shall be final.

44. Any dispute arising out of the contract will be settled within the jurisdiction of Courts at Patna.

45. The Agency shall not assign, transfer, pledge or subcontract the performance of services without prior written consent of this office.

46. The agency shall make surprise visits to BISCOMAUN Offices on a regular basis, to ensure smooth functioning and satisfactory services by their guards.

47. The Agency should provide proper uniform, woolen clothes, rain coats, gum boots, lathis, torches etc. to their employees. The Agency will ensure that the persons on duty are in neat and clean uniform.

48. The security personnel of the Agency shall not involve themselves in any type of discussions or agitations, arguments, quarrel or fighting with any of the BISCOMAUN staff and shall behave politely and firmly while adhering to their duties. Any matter creating difficulties in their duties shall be brought to the notice of the Administration.

49. The Contractor shall change the security personnel on demand by the Administration within 24 hrs, if he /she commits unethical acts like while on duty Sleeping, Intoxicating, Negligence in performing duties, Disobedience, theft, Dishonesty, indulging in illegal activities, which may expose the interests of the centre, involved in the work other than the allotted one or any other misconduct.

50. The Agency shall be under obligation to discharge all the liabilities envisaged herein either in express terms or by necessary implication from the terms and conditions and from the instructions to the bidders.

Date:

Place:

Signature of Authorized Officer of the Agency

Full Name

Seal

Position wise Job Description

S.No	Position	Minimum Educational Qualification	Experience	Age(in Yrs)	Skill sets	Indicative Responsibilities
1	GUARDS	Intermediate (12th Standard) Pass or Equivalent	Shall have at least 2 years similar experience. OR EX-SERVICEMAN	18-45	<p>(1) Certificate from recognized institute on security training.</p> <p>(2) Shall have local knowledge of locations and directions in Bihar</p> <p>(3) Cheerful Presence, Positive Attitude, Late Working Hours</p> <p>(4) Ability of comprehend and follow directions.</p> <p>(5) Driving under tough rural conditions and rugged terrain</p>	<ul style="list-style-type: none"> • Guide the visitor(s) to the concerned person in an organization • Carry out body search, carry bags and briefcases etc • Maintain a log book of visitors • Handle and operate firefighting equipments • Communicate and address through wireless and public addressing system • Operate various security gadgets • Exhibit personal hygiene (body, dress) • Perform drills • Communicate effectively with public/visitor(s). • Converse impressively on telephone. • Demonstrate desirable etiquettes/manners and exchange greetings/saluting while dealing with others. • Demonstrate good interpersonal relations. • Exhibit professional ethics

Sd/-
Managing Director
(BISCOMAUN)