

Tender for Providing Secretarial & Support Staff Services

Name of the Bidder:

Address:

CALENDAR EVENTS

ISSUE OF NOTICE INVITING TENDER (NIT)	17 th May 2023
DATE OF PRE-BID MEETING	26 th May 2023 (12:00 PM)
LAST DATE FOR SUBMISSION OF TENDERS	06 th June 2023 (03:00 PM)
DATE OF OPENING OF TECHNICAL BIDS	06 th June 2023 (03:30 PM)
DATE OF OPENING OF PRICE BIDS	Will be advised after opening of Technical Bids.



Bankers Institute of Rural Development
An Institution promoted by NABARD
Sector-H, LDA Colony Kanpur Road, Lucknow-226 012

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NOTICE INVITING TENDER

Ref No. BIRD.LKO/01/ST-96 / 2023-24
17th May 2023

M/s

Dear Sir

Tender for providing Secretarial and Support staff services at BIRD, Lucknow

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agricultural & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.

2. Applicants are advised to submit their tenders on the forms which can be downloaded from our website <https://birdlucknow.nabard.org/tender-and-adv/>

3. Properly filled tender shall be submitted in a sealed envelope duly furnishing all the required information. The envelopes should super-scribed as “**Tender for providing Secretarial and Support Staff Services at BIRD, Lucknow**” and addressed to “Director, Bankers Institute of Rural Development, Sector-H, LDA Colony, Lucknow” so as to reach this office **latest by 03.00 PM on 06th June 2023**. The tenders shall be submitted in ‘Original’ to Banker’s Institute of Rural Development. The bids have to be submitted in three separate sealed envelopes and every page should be signed and stamped. The sealed covers comprising Part-I (Technical bid), Part-II (Integrity pact) and Part-III (Price bid). The three sealed envelopes must be submitted in a separate big sealed envelope.

4. EMD may be paid by Demand Draft of Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand Only), drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD’s Saving Account Number-921020044058630 maintained with Axis Bank Main Branch MG Road, Lucknow, 226001 (IFSC Code- UTIB0000053). No Bank guarantee shall be accepted.

5. A **pre-bid meeting** is scheduled to be conducted at 12:00 PM on **26th May 2023** at our office at above address. Bidders or their authorized representatives are requested attend the meeting. The decisions taken by the Banker’s Institute of Rural Development, Lucknow on the queries raised by various bidders, will also be part of the quotation. Hence, interested parties are advised to attend the pre-bid meeting or see the clarifications of the pre-bid meeting which will be uploaded on website subsequently. **Before Pre-bid meeting bidders must convey their queries in writing through e-mail, 3 days before Pre-bid meeting & no queries will be entertained after pre-bid meeting.**

6. **Tender shall be opened at 03:30 PM on 06th June 2023** in the presence of the bidders/their authorized representatives, who chose to be present.
7. Tender received later than the time and date prescribed, on account of any reason whatsoever as also telegraphic and faxed tender shall not be considered.
8. Banker's Institute of Rural Development reserves the right to accept any or reject all the applications without assigning any reason thereof.
9. Any conditional offer will not be accepted. For any clarifications, you may contact Premises Section personally or by sending e-mail at hr.bird@nabard.org.
10. BID without duly executed Integrity Pact on stamp paper of Rs. 200/- & EMD will not be opened.

Yours faithfully

Sd/-
(Samriti Bhagat)
Deputy General Manager (Admin)

SCHEDULE OF EVENTS

1.	Earnest Money Deposit Amount	Rs 3,80,000/- (Rupees Three Lakh Eighty Thousand Only) (refundable)
2	Date of Commencement of issuing Tender Documents	
3	Date, Time & Place of Pre Bid Conference	Pre-bid meeting shall be held at BANKERS INSTITUTE OF RURAL DEVELOPMENT , Sector –H, LDA Colony, Kanpur Road, Lucknow - 226012 (Uttar Pradesh) at 1200 hours on 26 th May 2023
4	Last Date & Time For Submission of Duly Filled-In Tenders	06 th June 2023 by 1500 hours
5	Date & Time of Opening Technical Bids	06 th June 2023 by 1530 hours
6	Venue For Opening Technical Bids	BANKERS INSTITUTE OF RURAL DEVELOPMENT, Sector – H, LDA Colony, Kanpur Road, Lucknow – 226012.

PART-I
TECHNICAL BID

FORM OF TENDER

The Director
Bankers Institute of Rural Development
Sector-H, LDA Colony Kanpur Road
Lucknow-226012

Dear Sir

Tender for providing Secretarial and Support staff services at BIRD, Lucknow

1. I / We have examined the Scope of Work and Terms and Conditions relating to the tender for the said work after having obtained the Tender document invited by you.
2. I / We have visited the BIRD Lucknow Office, examined the works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute the work in strict accordance with the Tender Document at the rate quoted by me / us in the Price Bid as per the Scope of Work described in the Tender Document and other Terms and Conditions.
4. I / We enclose herewith EMD paid by demand draft receipt of Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand Only), drawn in favour of Bankers Institute of Rural Development, payable at Lucknow OR directly credited to BIRD's Saving Account Number-921020044058630 maintained with Axis Bank Main Branch MG Road, Lucknow, 226001 (IFSC Code- UTIB0000053).
5. In the event of this tender being accepted, I/We agree to enter into and execute the prescribed Agreement with BIRD as per the format given in this tender.
6. I/ We agree to pay all Government (Central and State) Taxes such as GST etc. and other taxes prevailing from time to time.
7. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever, during the period of the contract.
8. Should this tender be accepted, I / we hereby agree to abide by and fulfil all the Terms and Conditions and Provisions of the said Contract Document annexed hereto.

Name of the person authorized to sign and submit the Tender

I).....

II).....

Yours faithfully

Signature with seal

Place:-

Date:-

Check list: - For Submitting Technical Bid by The Bidders

Sl.No	Particulars	Response
1	Name of the Bidder (Manpower service provider)	
2	Address with telephone, mobile, email and Fax No	
3	Status of applicant (individual/proprietorship firm/partnership firm/private limited Company/public limited company/society/autonomous bodies – attach documentary Evidence).	
4	Types of manpower services provided (experience certificates to be enclosed)	
5	Organization structure with location details in Lucknow and manpower details (permanent and contract)	
6	EPF Establishment Code No. (Attach documentary evidence)	
7	ESI Establishment Registration No. (Attach documentary evidence).	
8	PAN No. (Attach documentary evidence).	
9	Goods and Service Tax registration No. (Attach documentary evidence).	
10	Other registration details under Labour Laws (attach documentary evidence).	
11	List of client's along with their placement turnover in numbers (last 5 years).	
12	Attach satisfactory performance report from their existing client(s) from Govt. /PSUs/ reputed organizations.	
13	Man months of services provided in a year in India during consecutive three financial year (Attach documentary evidence).	
	2020-2021	
	2021-2022	
	2022-2023	
14	Annual turnover of last consecutive three financial years (audited financial statement/IT returns of last 3 years to be enclosed). Turnover of last 3 consecutive years of agency.	
	2020-2021	
	2021-2022	
	2022-2023	

Executive summary about the agency

Date:

(Signature with name & seal)

General Terms and Conditions

1. Bidder must read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the Check list given in this tender document.
3. The Bidders are required to submit the form of tender.
4. The Bidder must write the name & complete postal address of the bidding firm on the reverse side of the Demand Draft submitted for the purpose of EMD.
5. All pages of the Tender Documents must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender. **Tenders without signature and seal on each page shall be summarily rejected.**
6. BIRD reserves the right to obtain feedback from the previous/present clients of the Bidder and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first – hand information regarding the quality of services provided by the Bidder. Decision of BIRD with regard to award of the contract will also depend upon the feedback received by it from the previous/present clients and also from its team(s) deputed for the purpose. The decision of BIRD in this regard will be final and binding on all bidders.
7. Tender shall be submitted in BIRD's official tender form only and should be completed in all respect. If submitted in any other manner, the same shall be summarily rejected.
- 8. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand Only) shall be rejected.**
9. The services to be rendered by the Bidders must not be altered by the Bidder.
10. No paper shall be detached from the Tender Documents.
11. The name and address of the Bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.
12. The Financial bids submitted by Bidder should be valid at least for a minimum period of three months from the date of opening of Technical Bids.
13. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which he/she is signing along with the authority letter.
14. BIRD reserves the right to reject any or all the tenders without assigning any reason.

Evaluation of Tender

Quality & Cost based selection (QCBS) system shall be adopted for evaluation of bids wherein technical evaluation shall include terms & conditions, mandatory qualification criteria and evaluation matrix as indicated in the tender.

Eligibility criteria

In the first level of selection procedure, scrutiny of bids will be carried out to ascertain compliance with the minimum qualification criteria mentioned in tender document. Those bidders meeting all the prescribed eligibility criteria will only be considered for technical bid evaluation in open tender system.

Technical Bids Evaluation

Technical bids of only those bidders who comply with the eligibility criteria shall be evaluated. The Evaluation Matrix has a total score of 100 marks and only those bidders obtaining 50 marks or more shall be considered for opening of price bids / further evaluation.

The marks from Technical Bids evaluation will be arranged in descending order and the bidders above cut off marks (50) shall be shortlisted.

Price Bid Evaluation

The Price Bids of only those bidders shortlisted in the technical evaluation (scoring 50 marks or more) shall be opened.

The L1 in price bid (lowest % of service charge quoted by the bidder) shall be given 30% of the price bid marks as per 70: 30 criteria.

Final Evaluation:

- i. For the purpose of calculating final score, marks obtained in technical and price bids evaluation will be assigned a weightage of 70 and 30 respectively i.e., in a ratio of 70:30.
- ii. The bidder obtaining the highest total marks (denoted by score “S” as indicated below) will be eligible for area of the specified work.
- iii. Nominal quote provided by the bidder whose Technical Bid qualifies will be discounted as per the formula given below. A comprehensive “Score (S)” will be arrived at after considering the nominal price quoted and the marks obtained in technical evaluation with relative weights of 30% for price bids and 70% for technical. The bidder with the highest score will be declared successful.

Computation Methodology for arriving at “Least Price / Least Quote”:

- i. Cut - Off score for technical bid will be 50 marks (or the top score in case none of the bidders reaches the cut-off).
- ii. Computation methodology through example mentioned below:

Example:

S. No	% of Service Charge Quoted (A)	Score (B)	30 % weightage for Price bid (C)	Technical marks Out of 100 (D)	Technical marks weightage (70%) (E)	(S)Total Score= (C+E)
1.	3 (M/s ABC)	100	30	80	56	86
2.	6(M/s XYZ)	50	15	85	59.5	71
3.	8(M/s PQR)	37.5	11.25	75	52.5	48.75

In the above example, ABC, with the highest score becomes the successful bidder whose quoted price shall be called “Least Price”. In the case of a tie between two or more bidders, the bidder with higher score under technical evaluation shall be selected. In the case of tie between two or more bidders in technical evaluation marks also, a fresh price bid will be called upon from these bidders for evaluation and selection of the service provider.

- BIRD reserves the right to change any condition of the tender before opening of the Technical Bids.
- The successful Bidder will have to enter into an agreement with BIRD in proforma given in this tender document.
- Bidders must necessarily enter into Integrity pact (IP). **Tenders without IP shall be summarily rejected.**
- Canvassing in any form will make the tender liable to rejection.
- Any change/modification/alteration/corrigendum shall be uploaded on BIRD website only and it shall form a part of the tender document. Accordingly, all the prospective Bidders are requested to visit BIRD website frequently.

OPENING OF BIDS

The Technical Bids will be opened on **06th June 2023 at 1530 hours** in, BIRD Lucknow, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012 in the presence of such Bidder who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).

The Financial Bids of only those bidders qualifying in the technical bid with cut off score of more than 50 will be opened for further evaluation. The decision of BIRD in this regard will be final and no requests etc. will be entertained from the Bidders. The date and time of opening of financial bid(s) will be intimated only to such Bidders who are found eligible as per evaluation

criteria prescribed by BIRD. EMD of the unsuccessful Bidders will be returned, without interest, within a period of one month from the date of opening of price bids.

AWARD OF CONTRACT

The contract shall normally be awarded to that technically qualified Bidder **who has scored highest in QCBS** as enumerated in **Final Evaluation** of “ General terms and condition of tender” as per prescribed format. The financial bids of those Bidders qualified in technical bid, will be publicly opened after issuing due intimation to bidders.

PERIOD OF CONTRACT

- a) The contract for Services shall remain valid initially for a period of two years.
- b) However, BIRD can terminate the contract with the Bidder during the **duration** of the contract if the performance standards of the Bidder are found unsatisfactory.
- c) The two-year contract period is subject to renewal by BIRD on satisfactory performance on **same** terms and conditions for a further mutually agreed period not exceeding one year.

FORFEITURE OF EMD

EMD of the successful Bidder shall be liable to be forfeited if the Bidder does not fulfil any of the following conditions:

- a. An agreement is not signed in the prescribed form within fourteen days of the receipt of the Letter of Award of the Contract;
- b. The Bidder does not commence the contracted services within fourteen days of the stipulated date for commencement of services, as given in the contract.
- c. The Financial Bids submitted by the Bidder should be valid till 03 months from the date of opening of technical bids. In view of this, no change in the financial bid will be allowed. If the successful Bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

PERFORMANCE SECURITY DEPOSIT

The successful Bidder will be required to submit a Fixed Deposit Receipt (in original form) made in favour of “**Bankers Institute of Rural Development**” for a sum of **Rs.16,00,000/- (Rupees Sixteen lakh only)** as Deposit on account of Performance Security **within a week of acceptance of the offer**. The Fixed Deposit Receipt, renewed from time to time, will be retained by BIRD for the entire period of the contract and on termination of the contract, BIRD will refund to the Bidder the sum of **Rs.16, 00,000/- (Rupees Sixteen lakh only)** along

with interest accrued thereon during the entire period of the contract, within 02 months of successful completion of the contract.

a. If the Contract is terminated by the Bidder without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Bidder with BIRD, the Performance Security Deposit will be forfeited without prejudice to the BIRD's right to proceed against the Bidder for any additional damages that BIRD suffers as a result of the breach of the aforesaid terms and conditions.

STATUTORY OBLIGATIONS OF THE BIDDER

The Bidder shall be responsible for engaging adequate number of trained/experienced resource personnel required for providing the services in BIRD located at Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012 (Uttar Pradesh).

- a) The employees of the Bidder should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- b) The Bidder will, make available to BIRD the particulars of all the employees who will be deployed at its premises. Such particulars, inter-alia, should include age/date of birth, permanent address, profile of the health status of the employees.
- c) The Bidder shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act and all other statutory obligations applicable, such as, Provident Fund, ESI, and Goods & Service Tax etc. in force from time to time. The Bidder shall provide documentary evidence of compliance with all its statutory obligations to BIRD, as and when demanded by BIRD.
- d) The Bidder shall ensure proper discipline among his/her employees and further ensure that they do not indulge in any unlawful activity.
- e) In the event of violation of any contractual or statutory obligations by the Bidder, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against BIRD by any individual, agency or government authority due to acts of the Bidder, the Bidder shall be liable to make good/compensate such claims or damages to BIRD. As a result of the acts of the Bidder, if BIRD is required to pay any damages to any individual, agency or government authority, the Bidder would be required to reimburse such amount to BIRD or BIRD reserves the right to recover such amount from the payment(s) due to the Bidder while settling his/her bills or from the amount of Security Deposit of the Bidder lying with BIRD.
- f) The Bidder shall at all times keep indemnified the principal employer, namely, BIRD, Director of BIRD and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Bidder shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act /Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time. The Bidder shall provide all documentation to BIRD at its request,

pertaining to all statutory registrations/licences and payments conforming to such regulations applicable to the contract offered under this tender.

- g) Where applicable, the Bidder **shall provide sufficient sets of Uniforms and pair of shoes to support employees (unskilled- as specified) and electrician/plumber/mason(skilled – as specified) and shall ensure that they wear them all times and maintain them properly.** The cost towards the same will be borne by Bidder only.
- h) The Bidder shall be personally responsible for conduct and behaviour of his staff and any loss or damage to BIRD's moveable or immovable property due to the conduct of the Bidder's staff shall be made good by the Bidder. If it is found that the conduct or efficiency of any person employed by the Bidder is unsatisfactory, the Bidder shall have to remove the concerned person and engage a new person within 48 hours of intimation by BIRD. The decision of BIRD's designated officer in this regard shall be final and binding on the Bidder.
- i) The Bidder shall not appoint any sub-Bidder to carry out his obligations under the contract.
- j) All services shall be carried out by the personnel deployed by the bidder for undertaking the contract, with due regard to the convenience of BIRD. The orders of the concerned authority shall be strictly observed.
- k) The Bidder will deploy adequate manpower as per requirement of BIRD for work during late hours and on Sundays, including other holidays, according to the requirement of BIRD.
- l) The personnel employed by the Bidder shall be directly under the supervision, control and employment of the Bidder and they shall have no connection whatsoever with BIRD.
- m) BIRD shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such personnel employed by the Bidder shall also not have any claim against BIRD for employment or regularization of their services by virtue of being employed by the Bidder, against any temporary or permanent posts in BIRD.
- n) The Bidder shall ensure that either he/she himself/herself or his/ her representative is available for resolving any dispute that may arise during the currency of the contract to the entire satisfaction of BIRD.
- o) Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes, tobacco in any form, or any other items of intoxication are strictly prohibited in BIRD office premises. Any breach of such restrictions by the Bidder will attract deterrent action against the Bidder as per statutory norms.
- p) No amendment to this agreement shall be valid or binding unless set forth in writing and duly executed by the parties to this agreement. No waiver of any breach of any provision of this agreement shall be effective or binding unless made in writing and

signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

- q) The Bidder shall not use the logo, trademark/name or any other intellectual property of BIRD under any circumstances whatsoever.
- r) The applicable law for the purpose of this agreement will be Indian Law and Courts at Lucknow shall have and exclusive jurisdiction.
- s) The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there-from. If the dispute has not been resolved amicably within fifteen days (15 days) after one Party has served written notice on the other Party requesting the commencement of such discussions, either party may in writing demand that the dispute be finally settled by the arbitration in accordance with Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by BIRD in case of dispute raised by BIRD, from the panel of three persons nominated by Bidder. Similarly, the sole arbitrator shall be appointed by Bidder if dispute is raised by Bidder from the panel of three persons nominated by BIRD. The language of the Arbitration shall be English/Hindi and place of arbitration shall be Lucknow. Work under the contract shall be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by BIRD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by BIRD to the Bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- t) Any communication addressed to the Bidder at its registered office address shall be sufficient service thereof. Any communication addressed to BIRD at Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012 (Uttar Pradesh) shall be sufficient service thereof.
- u) **The Bidder shall bear the cost of preparation of this/all other related agreements.**
- v) This Agreement shall be executed in two parts and each party shall retain the one original.

OBLIGATIONS OF BIRD

BIRD will, subject to compliance of this Contract and all statutory requirements and the provision of Services to its satisfaction by the Bidder and subject to deduction of tax at source under the Income tax Act, 1961 or any other provisions of law for the time being in force, ensure full and timely payments for the Services as provided in this Contract. The following are the terms and conditions of the engagement of temporary resource personnel: -

- a. The engagement of temporary/resource person who are on the muster roll of the Bidder is purely temporary and on contract basis.

- b. The offer is based on the contract between BIRD and Bidder for providing support and clerical services which is only for a specified period, which may, however, be extended depending on the extension of the contract and also on the basis of the performance. The service may be terminated with a notice of seven days.
- c. The temporary/resource person staff shall at all-time maintain absolute integrity and devotion to duty and conduct himself in a manner conducive to the best interests, credits and prestige of BIRD.
- d. By virtue of the services with BIRD, Bidder and the temporary/resource person deputed by the Bidder will come in possession of certain information and secrets related to BIRD. Bidder and the temporary/resource person deputed by the Bidder will not divulge any such confidential information to any other person or any organization or individual.
- e. The Bidder shall ensure that complete confidentiality is maintained by it and all its temporaries/ resource persons; with regard to all information relating to BIRD, its premises, clients business, assets, affairs and employees and that neither the Bidder nor its persons will any time divulge or make known to any third parties any trust, accounts, matters or transactions whatsoever pertaining to BIRD and its associate entities and which may in any way come to their knowledge or attention.
- f. The Bidder must undertake to indemnify and agrees to keep BIRD indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against BIRD on account of and / or arising out of the failure of the Bidder to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

FORCE MAJEURE

The obligations of BIRD and the Bidder shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

PENALTY

- a. BIRD reserves the right to impose a penalty (to be decided by the BIRD) on the Bidder for any serious lapse in maintaining the services wilfully or otherwise by the Bidder or his employees.
- b. If BIRD is not satisfied with the services provided or behaviour of the Bidder or his/her employees, the Bidder will be served with 24-hour notice to improve or rectify the defect(s), failing which the BIRD will be at liberty to take appropriate necessary steps as deemed fit.

PAYMENT

- a. The Bidder shall be paid the bill amount, less statutory deductions, within 7 working days of presentation of monthly bill to BIRD.
- b. All payments and receipts would be rounded off to nearest rupee.

TERMINATION OF THE CONTRACT

- a. The contract can be terminated by either party, i.e., BIRD or the Bidder, after giving one month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, BIRD reserves the right to terminate the contract without giving any notice in case the Bidder commits breach of any of the terms of the contract. BIRD's decision in such a situation shall be final and shall be accepted by the Bidder without any objection or resistance.
- b. On termination of the contract, the Bidder will hand over all the equipment/furniture/articles etc., supplied by BIRD, in good working condition, back to BIRD.

JURISDICTION

Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Lucknow Courts only.

PAY WAGES TO DEPLOYED MANPOWER

- a. Office will provide the monthly attendance details of deployed manpower to prepare a bill by Bidder.
- b. On the basis of bill, Bidder shall pay the wages, ESI and EPF to each employee.
- c. After transferring the monthly wages, EPF and ESI to his deployed manpower, Bidder shall submit the bill to BIRD office with pay bill, EPF and ESI Details.
- d. Pay-slip shall be provided to the deployed manpower as and when required by the Bidder.
- e. Bidder shall be capable to pay the wages as per tender document timely before 5th of every month from his own resources.
- f. Bidder shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by BIRD Office due to unavoidable circumstances.
- g. The Bidder shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- h. In case of increase in minimum wages, the Bidder shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- i. **The wage structure of System /Network Administrator (IT) would be as remuneration, a fixed amount of Rs.50,000/- (Rupees Fifty thousand only)**

per month plus applicable experience allowance. An annual enhancement of 5% over the original contract value of remuneration would be admissible, subject to satisfactory performance.

COMPREHENSIVE GROUP INSURANCE POLICY

- 1. All liabilities arising out of accident or death while on duty of the clerical personnel/support staff shall be borne by the Bidder. The Bidder shall cover all his employees with a comprehensive Group Insurance policy. The Bidder shall indemnify BIRD, Lucknow against all liabilities arising out of any such accidents or deaths.**
- 2. The premium or any other charges related to Group Insurance premium of approx. 48 employees deployed in BIRD by Bidder with a risk cover of at least Rs. 5,00,000 per employee per annum will be borne by the Bidder. The policy must cover any hospitalization due to illness or accident.**

Qualification Criteria

- 1) Manpower service provider, placement agencies, autonomous bodies, firms, companies and societies providing Secretarial and Support Staff services to **Central or State Govt Offices/ Nationalized Banks/Public Sector Undertakings of Central Government** and its training establishments are eligible to participate in the bid. **The Bidder who desires to submit response to this tender must have provided services at least on average of 500 men per month during last 3 consecutive financial years i.e. 2020-21, 2021-22 and 2022-23.**
- 2) The Bidder should **have an average turnover of Rs.64 lakhs in India** in last consecutive three financial years i.e. 2020-21, 2021-22 and 2022-23 in the particular field as manpower placement agency/service provider.
- 3) Audited financial statement for last consecutive three financial year i.e. **2020-21, 2021-22 and 2022-23** should be submitted along with the bid. Last three years income tax returns should also be submitted along with the bid. In case the audited financial statement are not available for the year 2022-23, audited financial statements for three financial years before 2022-23 needs to provided.
- 4) The Bidder should have EPF code, ESI registration no., PAN, GSTIN registration under applicable labour laws and should submit copy of the same.
- 5) **Consortium bidding to fulfil the eligibility criteria of this bid shall not be allowed at any stage.**
- 6) The Bidder shall be able to provide copies of Form -16 issued by its employees whenever asked for during the evaluation process.
- 7) The Bidder should have *experience* of at least 05 years continuously in the area as above in which services are to be provided; (documentary proof must be submitted by the bidder.
- 8) **Quality and Cost based selection (QCBs) system shall be adopted for evaluation of bids where in technical evaluation shall include terms and conditions, mandatory pre-qualification criteria and evaluation matrix as indicated in tender.**
- 9) The Bidder should submit the satisfactory performance report from their existing client(s) from Govt. /PSUs /Reputed organizations.
- 10) The bidder should ensure before deploying an outsource resource personnel regarding his satisfactory character & antecedent records.
- 11) **The Bidder must have its office in Lucknow.** Documentary proof such as electricity bill /Ownership documents or any other admissible proof of the office is to be attached.

- 12) BIRD reserves the right to modify, expand, restrict, scrap and re-float the bid without assigning any reasons.
- 13) The Bidder with proven track records in their areas may send their responses along with required documents to qualify themselves as detailed in prequalification criteria within the stipulated time frame in the prescribed format.
- 14) Documentary proofs of the above documents must be submitted by the bidder.
- 15) **Bidder should not have been black listed by any central State Govt Office/Bank/PSU in last three year. An undertaking in this regard shall be furnished as per format given in tender document.**

Scope of Work

The Scope of work included under this tender document for '**PROVIDING SECRETARIAL & SUPPORT STAFF SERVICES AT BIRD**' is given below. The services are to be provided in the office premises of BIRD, located at Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012 (Uttar Pradesh) or at any other place as specified by BIRD.

1. SECRETARIAL SUPPORT SERVICES

The Secretarial Support Services to be provided by the Bidder shall include but not be limited to the scope of work mentioned below:

i. Short Hand and Typing Services using computer

Stenographic and typing services including of organizing, retrieving and editing information, checking of transcript, spelling and correcting grammar. To revise, edit and maintain their personal dictionaries used to record information. Other key competencies are:

- a) Verbal & written communication skills
- b) Taking dictation and transcription of the same
- c) Typing of essential or confidential documents
- d) Fixing up appointments and screening of calls
- e) Professional personal presentation
- f) Information management
- g) Organizing & planning
- h) Sending of routine reminders etc.
- i) Any other work assigned.

ii. Data Entry Services

Enter commands, using computer terminal and activate controls on computer and peripheral equipment to integrate and operate equipment. Monitor the system for equipment failure or errors in performance. Notify Supervisor or computer maintenance technicians or equipment malfunctions. Respond to program error messages by finding and correcting problems or terminating the programme.

iii. Proficiency in Data Analysis/ HR Matters/ IT Matters/ General Administration Matters/ Accounts Matters using computers familiar with accounting software of tally or equivalent.

iv. System/Network Administrator (IT)

- **Should have Bachelor's Degree in Computer Science and Engineering/MCA or equivalent**
- **Should have Certification in Cisco and Microsoft**
- **Should have experience of more than 10 years**
- **Experience in setting up systems for conducting online examinations**
- **Exposure to maintaining the servers**

v. Maintenance Supervisor having Diploma in Civil Engineering or equivalent (Highly Skilled)

2. SUPPORT SERVICES - OFFICE UPKEEP AND MAINTENANCE

The support services to be provided by the Bidder shall include but not be limited to the scope of work mentioned below:

- a) To attend to all type of routine works.
- b) To carry daily letters, registered letters, parcels etc. for dispatch.
- c) To distribute official dak both inside and outside the office.
- d) To carry and serve files/papers/documents etc. on the desks of the staff of BIRD.
- e) To file papers/documents as advised by the staff of BIRD.
- f) To stack the files properly in the cupboards.
- g) To attend to any other official work assigned to the staff by the officers.

Evaluation Matrix

S.N.	Criteria	Max Marks	Remarks
1	Experience (in years completed) in Manpower service provider industry as on 31 March 2022. <i>(enclose copies of work orders issued prior to/ as on the cut-off date)</i>		
a.	7-9 years	5	
b.	10-12 years	10	
c.	13-15 years	15	
d.	16 years or more	20	
2	'Average' Annual Turnover during last 03 years as on 31 March 2022, in INR <i>(enclose CA's certificates & audited Balance Sheets)</i>		
a.	64 lakhs- 3 crore	5	
b.	3-5 crore	10	
c.	5-7.5 crore	15	
d.	7.5 crore or more	20	
3	Satisfactory Completion of 'Similar work of providing manpower' of Rs. 100 lakh or more in last seven (7) years <i>(documentary proof to be submitted)</i>		
a.	1 – 5 works	5	
b.	6-10 works	10	
c.	11 – 15 works	15	
d.	15 works or more	20	

4	Number of contracts currently under providing manpower supply as on 31 March 2022 (<i>documentary proof to be submitted</i>)*		
a.	< 10	5	
b.	11 –20	10	
c.	21 – 30	15	
d.	31or more	20	
5	Bidder provided services for at least ___ no of man (in a month in a year) -*		
a.	500-750	5	
b.	751-1000	10	
c.	1001-1250	15	
d.	1251 or more	20	
Total: 100 marks.			
*Documentary proofs of the information asked from point 1-5 are to be submitted along with the tender.			

The Bidders obtaining 50% (fifty percent) or higher marks would only be pre- qualified. Even though any BIDDER may satisfy the above requirements, the BIDDER may be disqualified if they have: -

- i) Made misleading / false statement(s) or deliberately suppressed information in the forms, statements and enclosures required in the eligibility criteria document; and / or
- ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

(To be signed on a Non-Judicial Stamp Paper of 500/- to be purchased by the Bidder)

AGREEMENT

(TO BE JOINTLY SIGNED BY BIRD AND THE BIDDER FOR PROVIDING SECRETARIAL & SUPPORT SERVICES AT BIRD, LUCKNOW)

This Agreement made this day the _____

Between

Bankers Institute of Rural Development, a society registered under Societies Registration Act 1860 and having its office at Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012 (Uttar Pradesh) hereinafter referred to as the “**BIRD**” (which expression shall, unless repugnant to the context or meaning thereof, mean and includes its successors and assigns)

OF THE ONE PART

AND

M/s _____ a Company/Society----- (details of constitution) through Shri/Mrs/Ms----
----- (through their Authorized signatory) hereinafter referred to as the “Bidder” (which expression shall, unless repugnant to the context or meaning thereof, mean and includes its successors and assigns) **OF THE OTHER PART.**

Whereas BIRD is a premier organisation involved in training, research and consultancy particularly in the area of rural development banking.

Whereas BIRD needs a Bidder for providing Secretarial & Support services at BIRD, Lucknow mentioned in the Tender Documents invited by BIRD.

Whereas it is thought desirable to grant a Contract to the Bidder to provide Secretarial & Support services at BIRD, Lucknow. The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Bidder has been granted the contract to provide Secretarial & Support services at BIRD, Lucknow initially for a period of two years w.e.f. [-
-----] on the terms & conditions contained in the Tender Documents,

BIRD’s Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period not exceeding one year on the existing or mutually agreed to terms & conditions. The contract is also terminable on one-month notice by either side.

3. That the services provided by the Bidder shall be as per the scope of work given in clause 3 of the tender document. If, however, the performance standards are unsatisfactory, BIRD reserves the right to impose financial penalty as decided by the BIRD or the contract may be cancelled/terminated without giving any notice.

4. The monthly service charges amount payable to the Bidder towards providing all services will be as quoted in the financial bid by the Bidder.
5. BIRD has five working days (i.e. Monday to Friday) in a week working from 9.15 A.M to 5.45 PM on Monday and from 9.15 A.M to 5.30 P.M on Tuesday to Friday with a lunch break of ½ hour from 1.15 PM to 1.45 PM. Besides this, BIRD declares holidays in tune with the holidays declared under Negotiable Instruments Act in the State of Uttar Pradesh from time to time. However, in special circumstances/exigencies of work, additional remuneration will be payable at the sole discretion of BIRD. The personnel deployed in BIRD shall, during the normal working days, is required to report for duty 15 minutes before the commencement of office hours and leave office minutes after the closure of office hours. In case, a personnel is absent on a particular day or comes late on three occasions, one day wage shall be deducted.
6. That the Bidder has agreed to provide sufficient temporary resource personnel to BIRD and shall take all reasonable precautions to ensure that these personnel attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with BIRD's staff. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
7. That any employee deployed by the Bidder in the premises becomes liable for removal by BIRD due to his actions, disobedience or misconduct, the Bidder shall accept the decision of BIRD as final and abide by such decision. In such an event, BIRD shall not in any way be liable for any claim made by the concerned employee of the Bidder for, wages or damages and the Bidder shall keep BIRD indemnified.
8. BIRD will have the right to review the working of this contract from time to time and if at any time it is found that the Bidder has failed to fulfil any of the conditions of this contract or that his working is unsatisfactory, BIRD may terminate the contract after giving the Bidder one-month notice. However, BIRD can terminate the contract with the Bidder during the currency of the contract if the performance standards of the Bidder are found unsatisfactory.
9. That the Bidder will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the Bidder before the expiry of the period of this contract.
10. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by BIRD to the Bidder and the possession of the premises will always that of BIRD.
11. The Bidder shall also be responsible for the upkeep of equipment provided by BIRD. In case of any damage to the furniture and equipment by any person, he will immediately inform in writing the concerned authorities of BIRD, for recovery of such losses/damages from the defaulters, failing which the Bidder shall himself be liable to pay the cost as decided by BIRD.
12. Necessary equipment, furniture, computers, printers, fax machines, Xerox machines, franking machine etc. shall be given to the employees of the Bidder in good working condition. These will be used carefully & cautiously by his employees.
13. That the Bidder shall maintain a Suggestion Book for recording suggestions for improvement of the Services. Such suggestions, as approved by BIRD, shall be forthwith

acted upon. The suggestion book shall be kept open for inspection by BIRD's designated authorities.

14. No amendment to this agreement shall be valid or binding unless set forth in writing and duly executed by the parties to this agreement. No waiver of any breach of any provision of this agreement shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
15. The Bidder shall not use the logo, trademark/name or any other intellectual property of BIRD under any circumstances whatsoever.
16. The applicable law for the purpose of this agreement will be Indian Law and courts at Lucknow shall have and exclusive jurisdiction.
17. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there-from. If the dispute has not resolved amicably within fifteen days (15 days) after one Party has served written notice on the other Party requesting the commencement of such discussions, either party may in writing demand that the dispute be finally settled by the arbitration in accordance with Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by BIRD in case of dispute raised by BIRD, from the panel of three persons nominated by the Bidder. Similarly, the sole arbitrator shall be appointed by the Bidder if dispute is raised by the Bidder from the panel of three persons nominated by BIRD. The language of the Arbitration shall be English/Hindi and place of arbitration shall be Lucknow. Work under the contract shall be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by BIRD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by BIRD to the Bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
18. Any communication addressed to the Bidder at its registered office address at.....shall be sufficient service thereof. Any communication addressed to the BIRD at Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012 (Uttar Pradesh) shall be sufficient service thereof.
19. This Agreement shall be executed in two counterparts and each party shall retain the one original.
20. The Bidder shall be liable for and pay all wages, salaries etc. and also undertake to comply all statutory liabilities like PF, compensation etc. including payment/contribution towards all statutory dues connected and / or related to resource/personnel sent to BIRD, and shall keep BIRD indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and complying with all statutory requirements and subject to deduction of any tax or other amounts as required by law or as provided herein. The statutory payments towards EPF and ESI shall be reimbursed by BIRD as per actuals to the Bidder.

- 21. The wage structure of System System/Network Administrator (IT) would be, as remuneration, a fixed amount of Rs.50,000/- (Rupees Fifty thousand only) per month plus applicable experience allowance. An annual enhancement of 5% over the original contract value of remuneration and be admissible, subject to satisfactory performance.**
22. The consideration aforesaid will be paid by BIRD to the Bidder, against monthly invoices raised at the end of each month, by the Bidder in duplicate, such payments shall be made within seven days of receipt of the said invoices. The consideration aforementioned is all-inclusive and no other amounts will be payable to the Bidder by BIRD on any account whatsoever, unless otherwise specifically agreed to by it in writing.
23. The Bidder agrees that if and when so requested by BIRD, it will provide the manpower services at the premises of BIRD, as may be required by BIRD. Amount payable to the Bidder shall be calculated on the basis of the wages rates set by BIRD along with service charge subject to compliance of Minimum wages and other statutory compliance.
24. The employees of the Bidder shall never under any circumstances whatsoever be entitled to claim themselves to be the employees of BIRD. The Bidder shall execute Personal Guarantee in favour of BIRD for due compliance of statutory obligations and liabilities to its employees.
25. The Bidder will, for the purpose, continuously monitor the Services being rendered by it to ensure that these are up to the standards required by BIRD.
26. The Bidder would comply with the statutory requirements; rules and regulations applicable to temporaries/ resource persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
27. The Bidder shall adhere to and comply with all the laws that may be applicable to him and will extend all the benefits/privileges as applicable to persons engaged/employed by him including that of Provident Fund, ESI, Workmen's Compensation Act, Bonus, Minimum Wages Act and Leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Bidder, the Bidder alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent, representative, attorney, person(s) engaged/employed by him for discharging the obligations under this Contract.
28. No relationship of employer and employee shall be created between the BIRD and the employees engaged by the Bidder. The Bidder shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work.
29. The Bidder, being the employer in relation to persons engaged/employed by them for providing the services, under this Contract, shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than the minimum wage as fixed or prescribed for the category of workers employed by them from time to time or by the Central Government and/or any authority constituted by or under any law.
30. All employees of the Bidder shall be issued with identity cards bearing their photographs. Cost of identity cards and photographs for identity cards shall be borne by the Bidder. The Bidder shall have the identity card format approved from the BIRD.

31. The Bidder alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the BIRD. The BIRD shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Bidder for any purpose whatsoever of any person(s) of the Bidder.
32. The Bidder shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
33. The Bidder shall maintain all registers required under various Acts which may be inspected by the BIRD as well as the appropriate authorities at any time.
34. The Bidder will have to produce the Register of Wages or the Register of Wages-cum-Muster Roll of the preceding month along with the bill to be submitted on or before the 3rd day of every calendar month for verification, to the nominated official of the BIRD. The Bidder shall ensure that payment to its employees is made in the presence of an authorized representative of the BIRD every month regularly.
35. The Bidder shall give an undertaking by the 25th of the following month in favour of the BIRD that they have complied with all their statutory obligations.
36. The Bidder shall depute its supervisory staff to ensure proper monitoring & control of its employees deputed at BIRD to ensure performance of this contract.
37. Upon a written / oral request being made by BIRD in that regard, the Bidder will, within 48 hours of receipt of such request, discontinue the Services found to be unsatisfactory or otherwise objected to by BIRD for any reason and shall promptly take action with a view to continue rendering satisfactory services. On receipt of this request, BIRD will not be obliged to pay the amount in respect of the discontinued Services.
38. Notwithstanding anything herein contained, the Bidder will be liable to adequately compensate BIRD for any loss or damage occasioned by any act, omission or lapse on the part of the Bidder or of any persons deployed by him pursuant to this Contract.
39. The Bidder is aware that Services similar to those covered by this Contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
40. The Bidder shall ensure character verification and antecedents of the temporary/ resource persons, before deploying the same in the BIRD premises.
41. The Bidder must also be able to arrange for the replacement of the existing temporary / resource person, as per the instructions of BIRD.
42. The Bidder provides/shall provide adequate insurance cover to all the resource persons deployed by him at BIRD, for death, disability, sickness etc.,

43. Where applicable, the Bidder shall provide sufficient sets of Uniforms and pair of shoes to his support employees and shall ensure that they wear them all times and maintain them properly. The cost towards the same will be reimbursable by BIRD to a reasonable extent to be decided with mutual consent.

44. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered by the said Bidder to the Employer, BIRD in the presence of:

Signature of Authorised representative
of the Employer/Accepting Authority

Signature of Bidder (with seal)

Witness (Signature, Name and Address)

Witness (Signature, Name and Address)

1

1

2

2

Technical personnel available in the organization

List of technical Personnel available in the organisation, giving details about their technical qualifications, experience, etc.

S.No.	Age	Qualification	Experience	Nature of Works Handled	Date from which employed in the organization	Any other remarks

SIGNATURE AND SEAL OF THE BIDDER

Average number of personnel to be deployed by the Bidder for undertaking the work as per our assessment of the work involved:

The minimum number of personnel to carry out the work under the scope of this contract satisfactorily for Bankers Institute of Rural Development is 48 as per the details given below:

S No	Particulars	Minimum number of personnel per day
1	System/Network Administrator (IT) <ul style="list-style-type: none">• Should have Bachelor's Degree in Computer Science and Engineering/MCA or equivalent• Should have Certification in Cisco and Microsoft• Should have experience of more than 10 years• Experience in setting up systems for conducting online examinations• Exposure to maintaining the servers	1
2	Maintenance Supervisor having Diploma in Civil Engineering or equivalent (Highly Skilled)	1
3	Secretarial Support Services (Skilled)	25
4	Skilled Carpenter/Plumber/Mason) (Skilled)	3
5	Support Services - Office Upkeep And Maintenance (Unskilled)	18
	Total minimum number of personnel proposed to be deployed per day	48

NOTE: The above mentioned information is indicative. BIRD may increase/decrease the number of personnel required at its discretion.

SIGNATURE AND SEAL OF THE BIDDER

Experience based allowance per month

Category of work	No. of years of experience (criteria)	Allowance
Highly Skilled System/Network Administrator (IT) BIRD, Lucknow	Upto 2 years	4000
	Above 2 years upto 5 years	5500
	Above 5 years upto 8 years	7000
	Above 8 years upto 12 years	8500
	Above 12 years	10500
Maintenance Supervisor (Highly Skilled)	Upto 2 years	4000
	Above 2 years upto 5 years	5500
	Above 5 years upto 8 years	7000
	Above 8 years upto 12 years	8500
	Above 12 years	10500
Skilled Clerical – BIRD, Lucknow	Upto 2 years	2500
	Above 2 years upto 5 years	3700
	Above 5 years upto 8 years	5000
	Above 8 years upto 12 years	6500
	Above 12 years	8500
Skilled Carpenter/Plumber/Mason) BIRD, Lucknow	Upto 2 years	2500
	Above 2 years upto 5 years	3700
	Above 5 years upto 8 years	5000
	Above 8 years upto 12 years	6500
	Above 12 years	8500
Unskilled – BIRD, Lucknow	Upto 2 years	2000
	Above 2 years upto 5 years	2800
	Above 5 years upto 8 years	3700
	Above 8 years upto 12 years	4800
	Above 12 years	5900

Undertaking for Non-Blacklisting / Non-Debarment of the Applicant

TO BE STAMPED AS A DECLARATION

Sub: Request for Proposal fordated ...)

I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfil the same.

- 1) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our application.
- 2) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by BIRD, Lucknow. We understand that any deviation may result in disqualification of our application.
- 3) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.
- 4) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/ firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 5) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- 6) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

Signature (1) (2)

(Duly authorized to sign) Name:.....

Capacity in which as executed:.....

Name & registered address of the Applicant:.....

Seal and Signature of the Applicant to be affixed

PART-II

PRE CONTRACT INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) and submitted in envelop duly superscribed as Integrity Pact

Between

Bankers Institute of Rural Development (BIRD) hereinafter referred to as “The BIRD”

And

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for. The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Bidders

- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

If the Principal obtains knowledge of conduct of a Bidder, Bidder or SubBidder, or of an employee or are representative or an associate of a Bidder, Bidder or SubBidder which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for the Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for BIRD is :

Dr. Sanjay Kumar Panda, IAS (Retd)
515, Ward No.3 Sideshwar Sahi
Cuttack City, Cuttack district Odisha 753 008

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Director, BIRD.
- (3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, BIRD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Director, BIRD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Director, BIRD, a substantiated suspicion of an

offence under the relevant IPC/PC Act, and the Director, BIRD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Director, BIRD.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Lucknow.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & on behalf of the Bidder)

(Office Seal)

Place ____

Date ____

Witness 1:

(Name &Address)

Witness2:

(Name &Address)

PART-III

Price BID

PREAMBLE

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits.
- 2) **It should be noted that the office shall pay the mandatory charges of yearly bonus as re-imburement (as per the provisions of “The Payment of Bonus Act. 1965”) on actual basis on production of documentary evidence if applicable.**
- 3) **Gratuity payment to personnel by the bidder if applicable by the prevailing law of land will be reimbursed by BIRD on production of documentary evidence that the amount has been remitted in the accounts of eligible personnel.**
- 4) Bidder shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the Bidder as per law. The expenditure incurred by the Bidder towards payment of employer's share of ESI & EPF contributions, if any, for this contract, shall be reimbursed by BIRD, as the case may be, on production of proof of payment (counterfoils) & other documents such as registration number, photo card etc. along with monthly bill, the minimum wages as notified by office of the Regional Labour Commissioner (CENTRAL), Kanpur, Ministry of Labour & Employment, Government of India for Category A from time to time.
- 5) **The tentative temporary resource personnel to be deployed by the Bidder for giving secretarial and support staff services in BIRD will be approximately 48 which is subject to change as per BIRD requirement.** However, BIRD does not guarantee any minimum or maximum deployment of temporary resource personnel.
- 6) The monthly wage rates and experience based allowance for different category of personnel deployed by the Bidder shall be decided by BIRD from time to time subject to compliance of Minimum Wages Act and other statutory compliances.
- 7) The experience based allowance will not be considered in calculation of rate of service charge quoted in price bid.
- 8) In case the **service charges** quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of BIRD.
- 9) **The bid not adhering to above mentioned directions is liable to be rejected.**

SCHEDULE OF QUANTITY AND CALCULATION SHEET SHOWING BREAK-UP OF THE RATES QUOTED FOR BANKERS INSTITUTE OF RURAL DEVELOPMENT

Annual Service Contract for Providing and Arrangements of Secretarial and Support Staff Services Personnel at BIRD Campus.

Sl.NO	Category of Staff Employed	Minimum number of Staff to be employed as indicated	Wage rate per day * (Rs.)	Wages per annum=(360 days) (Rs.)
Part-I				
I	System/Network Administrator (IT)	1	50,000 per month fix	600000.00
II	Maintenance Supervisor (Highly Skilled)	1	973	350280.00
III	Secretarial Support Services Skilled/Clerical	25	897	8073000.00
V	Skilled Carpenter/Plumber/Mason)	3	897	968760.00
VI	Unskilled– BIRD, Lucknow	18	736	4769280.00
A	Total Wages (Per Annum At Present Rate)	48		1,47,61,320.00
Part-II				
B	Managerial & Administrative fees shall COVER items like payment of			
a)	Administrative charges, overhead profit etc. Per annum			(To be quoted by Bidder in figures and in words)
b)	Group insurance premium for approx. 48 persons which is covering life risk of natural and accidental death at work place with risk cover of at least Rs.5,00,000 per person per annum.			(To be quoted by Bidder in figures and in words)
c)	Premium towards third party insurance cover of minimum Rs. 10 Lakh to safeguard against any damage caused by BIRD.			(To be quoted by Bidder in figures and in words)
d)	other incidental administrative costs like provision of uniforms (cost of uniform and shoes should not be less than Rs.5,000/- per set) for summer and winter to 21 personals (3 skilled- Carpenter/Plumber/Mason & 18 Unskilled employee) once in two years			(To be quoted by Bidder in figures and in words)
C	Total Managerial and administrative Charges (a+b+c+d)			Rs.

Part-III (CALCULATION OF RATE OF SERVICE CHARGE) (AS % of TOTAL WAGES)		
Note: Bidders shall internally work out the Part II and arrive at the Administrative and Managerial cost of the bidder, and calculate it in terms of the percentage of total wages at Part II above.(Uniform includes shoes, decent branded summer and winter uniform)		
	Total Managerial and Administrative fees for person deployed in BIRD through agency as _____ percentage of (A) above: $(C/A * 100)$	_____ %
	Percentage Rate in Words:	
	(In words) Rs.	

* Latest Wage Rates as notified by the Office of the Regional Labour Commissioner (Central), Ministry of Labour & Employment, Government of India.

I/we declare that:

The rates quoted are as per the conditions mentioned in this tender document.

SIGNATURE OF THE BIDDER WITH SEAL DATE:

PLACE:

Note:

1. The Financial Bid is liable to be rejected if any of the above rates and percentage are found not to be in compliance with the respective statutory laws.