



# बिहार स्वास्थ्य विज्ञान विश्वविद्यालय

## BIHAR UNIVERSITY OF HEALTH SCIENCES

मीठापुर पटना-800001 बिहार

Tel-0612-2356912, 2356913, [Email-registrarbuhs-bih@gov.in](mailto:registrarbuhs-bih@gov.in)

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Tender document

For the Selection of Agency for Security, Housekeeping, and Manpower  
services on an outsourcing basis

13/11

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**INVITATION FOR TENDER For  
Providing Manpower Service on outsourcing basis**

The Registrar, Bihar University of Health Sciences, Patna invites tender from registered agencies/firms/companies fulfilling all terms and conditions for providing manpower service on outsourcing basis. Interested eligible Bidders may obtain further information from the **University office**.

1. The bidding document can be downloaded from the university Website [www.buhs.ac.in](http://www.buhs.ac.in).
2. All bids must be accompanied by an EMD as specified in the bid document and must be delivered to the office address mentioned below by the date and time indicated below.

<b>Estimated cost of the Tender (non-refundable)</b>	<b>Rs. Rs.25,000/- /- (Twenty Five Thousand only)</b> In Shape of Demand Draft in favor of The Registrar, Bihar University of Health Sciences, Patna Payable at Patna
<b>EMD</b>	<b>Rs. 1000000/- (Rs. Ten lakhs Only)</b> In Shape of Demand Draft in favor of The Registrar, Bihar University of Health Sciences, Patna Payable at Patna

I	Date of publication	17/04/2025
II	Date of downloading of tender document	17/04/2025
III	Pre Bid Meeting	21/04/2025
IV	Last Date of submission of tender	07/05/2025
V	Opening of Technical Bid and Meeting for scrutiny of technical bid and declaring eligible bidders.	09/05/2025
VI	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee.	To be informed after checking the eligibility of Bidders
VII	Place of the Pre Bid Meeting	Bihar University of Health Sciences, Mithapur, Patna, Bihar- 800001
VIII	Address for communication	Registrar, Bihar University of Health Sciences, Mithapur, Patna, Bihar- 800001

**Tender documents/ Bids must be sent only via registered post or speed post only.**

*9.33 PM*  
*15/04/2025*  
Registrar,

Bihar University of Health Sciences, Patna

## BID DOCUMENT

### 1. Invitation of Tender

Bihar University of Health Sciences, Patna, invites tenders from reputed and experienced agencies/firms for providing security, housekeeping, and manpower services on an outsourcing basis. Interested agencies/firms fulfilling all terms and conditions may participate and submit their tender documents. Last Date for Submission: May 07, 2025, at 5:00 PM Tenders must be sent only via **registered post or speed post** to: Bihar University of Health Sciences, Gyan Parisar, Mithapur, Patna - 800001

### 2. Fee for Tender Documents:

The fee for tender documents will be Rs.25,000/- (Rupees Twenty five Thousand Only). This fee shall be paid in the form of Demand Draft issued by a nationalized /scheduled commercial bank, drawn in favour of "**Registrar, Bihar University of Health Sciences, Patna**" payable **at Patna**. This fee is non-refundable and shall be submitted along with the technical bid of the tender document. Tender fee will be exempted as per MSME Rules and Regulations.

### 3. Earnest Money Deposit (EMD) and performance guarantee

An Earnest Money Deposit (EMD) should be submitted in the Technical Bid of the tender, without which the tender shall be invalid. The amount of EMD will be Rs 10,00,000/- (Rupees Ten Lakh Only) payable in the form of Demand Draft issued by a nationalized /scheduled commercial bank, drawn in favour of "**Registrar, Bihar University of Health Sciences, Patna**" payable **at Patna**. EMD will be exempted as per MSME Rules and Regulations.

#### EMD Refund Conditions

In case of unsuccessful bidder, the EMD will be refunded to them against **written application** without any interest accrued therein at the earliest and after the acceptance of the contract by the successful bidder and in case of successful bidder EMD will be refunded after submission of Performance Bank Guarantee (PBG).

#### Performance Bank Guarantee (PBG)

In case of successful bidder, after acceptance of the work order, the EMD shall be refunded and meanwhile Performance Bank Guarantee (PBG) of amount of Rs.**20,00,000/-** (Rupees Twenty Lakh Only) from any nationalized /scheduled commercial bank, drawn in favor of Registrar, Bihar University of Health Sciences, Patna" payable at Patna.

#### Forfeit of PBG

The PBG will be forfeited in case of non-fulfilment of any of the terms and conditions of the contract and for compensating any loss suffered.

#### **4. Instructions to the Bidders:**

##### **Legal and Regulatory Requirements**

4.1 The bidder must be a legally constituted proprietary firm/partnership firm/limited company or corporate body who possess the required licenses, registration etc. as per law valid at least for minimum 60 months from the date of the publication of tender for providing manpower services.

##### **Bid Submission Guidelines**

4.2 The bidders should quote their offer/rates in clear terms without ambiguity.

4.3 The rates should be quoted both in figures and words and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature; however, no over-writing is permissible, failing which the bids are liable to be rejected.

4.4 In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.

##### **Deadline and Mode of Submission**

4.5 The last date for receipt of the bid is 07 May 2025 at 05:00 PM. In case the above date is declared a holiday for Bihar University of Health Sciences, Patna, then the bids will be received up to the given time on the next working day.

4.6 The bids may be sent by registered post/speed post only so as to reach the Registrar, Bihar University of Health Sciences, Patna before/on the last date of receipt.

4.7 Bids received after the deadline of receipt indicated in para 4.5 above, shall not be taken into consideration.

##### **Rights of Bihar University of Health Sciences, Patna**

4.8 Bihar University of Health Sciences, Patna reserves the absolute right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.

##### **Bid Structure and EMD Requirement**

4.9 The bids shall be submitted in two parts, viz. (i) Technical Bid (ii) Financial Bid. Tender Fee and EMD may be kept in separate envelope along with Technical Bid. EMD of Rs.10,00,000/- (Rupees Ten Lakhs only) is to be paid in the form of Demand Draft in favour of "Registrar, Bihar University of Health Sciences, Patna payable at Patna".



### **Technical Bid Requirements**

4.10 Technical bid should contain papers regarding (**enclose-self attested photocopy with seal**)

### **Legal & Organizational Requirements**

4.10.1 The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc. as per law.

### **Bid Format & Financial Eligibility**

4.10.2 Technical Bid should be filled in the prescribed format as **Annexure-II**.

4.10.3 The Bidder should have an average Annual Turnover of more than Rs. 30 Crores for the preceding three (03) consecutive financial years (2021-22, 2022-23 and 2023-24) must be supported with Balance Sheet and Profit and Loss Account with UDIN. filled in the prescribed format as **Annexure-VII**

### **Statutory Registrations & Tax Compliance**

4.10.4 GST certificate & GST Annual Return (GSTR-9 & GSTR-9C) Certificate of last 3 years as per turnover.

4.10.5 Photocopy of IT PAN Card.

4.10.6 Proof of ESI registration and latest contribution of more than 500 persons in a month.

4.10.7 Proof of EPF registration and latest contribution of more than 500 persons in a month.

4.10.8 License issued by the Dept. of Labor under Labor Act 1970 having capacity of 500 men.

4.10.9 Shop & Establishment License

### **Regulatory & Security Compliance**

4.10.10 License issued by Home Dept. **PASARA & ISO** Certificate of the Firm.

### **Experience & Work Completion Requirements**

4.10.11 The Bidder should have at least 3 years experience of providing manpower services to Central/State Govt. /PSUs/Autonomous bodies (i.e. 2021-22 2022-23 and 2023-24). (The bidder has to submit the work completion certificate. In case of ongoing contract, certificate to this effect may be submitted).

4.10.12 The firm should have GST Registration Certificate.

### **Legal & Ethical Compliance**

4.10.13 There should be **no case pending** with the police/court against the proprietor/firm/partner or the company (Bidder), affidavit in this regard to be provided. Prescribed format (**Annexure-VI**)

4.10.14 Bidder must not have been **debarred/ blacklisted** currently by any of the Central/State Departments/Institutions/Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited Company/ Educational Institutions/Autonomous bodies. An affidavit on Rs 100/- Non-Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect. Prescribed format (**Annexure-VI**)

4.10.15 An affidavit on **100 /-**(one hundred rupees only) Non-Judicial stamp duly certified by a notary that there are no ongoing criminal case/vigilance enquiry/labor disputes against the Firm/ Partners/Proprietor/Society /Director of the company and he /she is not serving punishment by any Hon'ble court of law. Prescribed format (**Annexure-VI**).

### **Bid Submission Protocol**

4.10.16 The above bids should be signed & sealed by the bidder in separate cover duly super-scribed EMD, Technical bid and Financial Bid respectively and all signed sealed covers are to be put in a bigger cover which should also be signed & sealed and duly super-scribed. 'Bid for selection of manpower supply agency at Bihar University of Health Sciences, Patna vide Advt. No.-----'. A bidder who submits more than one bid shall be disqualified.

### **Work Experience Criteria**

4.10.17 The bidder should have experience of supply of manpower in the last three financial years (2021-22, 2022-23 and 2023-24) in a single Central/State Govt./PSUs/Autonomous body/ as per following criteria:

I. One similar work of value not less than Rs.05 Crore.

Or,

II. Two similar works each of value not less than Rs.03 Crore.

Or,

III. Three similar works each of value not less than Rs.02 Crore.

### **Financial & Audit Requirements**

4.10.18. Bidder has to attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation) Details of annual turnover and the Ratio of profit after tax to Turnover should also be furnished as per format given in this tender, duly certified by a practicing CA.





### **Mandatory ISO Certifications**

4.10.19 The bidder must have valid ISO certificate of ISO 9001:2015(Quality Management System), ISO 37500:2014(Guidance on Outsourcing), ISO 27001:2013(Information Security Management), ISO 14001:2015(Environment Management), ISO 18788:2015(Management system for Private Security Operations).

### **Declaration of Authenticity**

4.10.20 Affidavit to be provided by bidder regarding information submitted in the Bid is correct and all documents are attached in this tender is not fake and fabricated. If any information and documents found false/fake/fabricated in future. Contract may be terminated; performance guarantee forfeited and also initiate legal action against me. Prescribed format given **Annexure-VIII**

### **4.11 Finance ial Bid**

4.11.1 Financial bid should contain filled up **Annexure III** of the inquiry indicating Service charges for all categories of personnel.

### **4.11.2 Bid Submission Process**

The bidder must submit the following three separately sealed and signed envelopes: EMD Cover (Earnest Money Deposit), Technical Bid Cover, and Financial Bid Cover. These three covers should be placed inside a bigger sealed cover. The outer cover must also be signed, sealed, and super-scribed with the relevant tender title and details. The outer cover should be super-scribed as: "**Bid for Hiring of Manpower Supply Agency at Bihar University of Health Sciences, Patna**" Only one bid per bidder is allowed. Submitting multiple bids will lead to disqualification.

### **Submission and Opening of Bids**

#### **Bid Submission Guidelines**

4.12 The cover containing the bid must be signed sealed and super-scribed "Bid for hiring of man-power supply agency at Bihar University of Health Sciences, Patna vide Advt. No. -----  
-----"

### **Bid Opening Process**

4.13 The bids shall be opened in Bihar University of Health Sciences, Patna campus on the date and time given in the tender. The bidders themselves attend the bid opening meeting or may send their authorized representative to attend the bid opening meeting, If they so desire, In the event of the above bid opening date being declared holiday for Bihar University of Health Sciences, Patna, the bids will be opened at the given time and place on the next working day.





### **Financial Bid Evaluation**

4.14 Only the technically qualified bidders as selected by the committee shall participate in the Financial Bid which may be opened on the same day or on the date fixed by committee.

### **Signing of the Bid Document**

4.15 In case the bid being submitted by a firm it must be signed separately by each partner therein or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, a tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tender will be deemed to be authorized signatures.

### **Bid Document Structure & Signing**

4.16 An Index Page showing contents/annexure and page no. should be annexed first followed by relevant documents with proper page numbering and signed by the owner of the firm or his/her authorized signatory as token of acceptance of terms and conditions. In case the tenders are signed by the authorized signatory, a copy of a power of attorney/authorization may be enclosed along with tender.

### **Tender Amendments & Notifications**

4.17 Any changes in this tender will be notified on notice board and university website only.

### **Award of Contract**

4.18 The work would be awarded to single contractor for providing all types of personnel mentioned below. The awarded tender is non-transferable.

### **Tie-Breaking Criteria for L1 Selection**

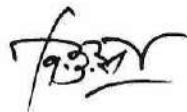
4.19 In case of Tie in Service Charge, L1 will be decided on

- A. Having Maximum/Highest Experience of No. of Manpower in Health Sector, state of Bihar.
- B. Having Maximum Turnover in Last three FY (2021-22, 2022-23, 2023-24) in total.
- C. Draw of Lots.

## **5. Terms & Conditions**

### **Agency Registration**

5.1 The agency should be registered from Central Govt. Agency/State Govt. Agency.



### **Manpower Requirement**

5.2 This man power is to be provided as per requirement for university (**Annexure-I**). The number of persons may vary from time to time and as per requirement. Bihar University of Health Sciences, Patna reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the agency shall stand notified under the Contract on pro -rata basis.

### **Compliance with Labor Laws**

5.3 Any discrepancies or disputes arising out on account of non-adherence to statutory & labour laws would be the responsibility of the manpower agency, Bihar University of Health Sciences; Patna shall not be responsible for the same.

### **Wage Payment & Salary Disbursement**

5.4 The wage portion of the personnel shall be decided by the university which shall normally be the minimum wages applicable for Patna as approved under effective Central /Bihar Minimum wages Act. The wages /salary of employed outsourcing person may depend on Govt. guidelines. All the personnel employed by the agency must open their account, and their salary must be transferred to their account through ECS only.

### **Legal & Statutory Responsibilities**

5.5 Bihar University of Health Sciences, Patna will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI act 1948, Workman Compensation act 1923, Payment of Gratuity Act 1948, Employee's Provident fund and Miscellaneous Provisions Act 1952 or any other statutory liability shall be made by the agency and challan/ receipt must be enclosed with the monthly bill. The agency shall be solely responsible and liable for his persons under the provision of contract labour (R&A) Act and Labor and Service es Laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of manpower employed by him. The certified copy of challan must be submitted next month along with the bill.

5.6 **Terms of Payment:** - Bill should be submitted by the agency on monthly basis and payment will be made after due verification of the same and recommendation from the concerned officer.

### **Timely Payment to Workers**

5.7 Before submission of the bill, the agency shall ensure that the payment of persons deployed by the agency have been made for the billed period. The agency must ensure the payment to staff by 7th of each month from its own resources through EPF and ESI in account of the workers and proof of credited amount should be produced before the coming month bill.

**Taxes & Deductions**

5.8 TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. instructions from time to time.

**Proof of EPF & ESI Contributions**

5.9 The agency shall provide proof for having deposited the statutory deductions towards EPF and ESI including Employer's contribution towards them should be provided along with the bill to be submitted for these succeeding months.

**Identity Cards**

5.10 The staff employed by the agency will always keep Identity Card with them for verification while working.

**Uniforms & Safety Gear**

5.11 Summer and winter uniforms, identity card and safety items to his employees, as required under the law may be provided to grade IV type staff at his own cost. All personnel of the Agency will wear the uniforms in clean condition while on duty. Bihar University of Health Sciences, Patna shall not pay any extra charges to the Agency against these items. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with Bihar University of Health Sciences, Patna authority. Such Employees without complete uniform will be treated as absent.

**Employment Liability**

5.12 A formal declaration has to be submitted by the agency that the personnel deployed by the agency are all employees of the agency. Bihar University of Health Sciences, Patna shall not have any liability/ responsibility to absorb the persons engaged by the agency and/or to extend any type of recommendation etc. for obtaining any job in Bihar University of Health Sciences, Patna or elsewhere. The agency service providers personnel shall not claim any benefit/ compensation/ absorption/ regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970.

**Professional Conduct**

5.13 The agency/ service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of office.

**Personnel Documentation**

5.14 The details of the persons deployed by the agency with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to Bihar University of Health



Sciences, Patna for the record under rule 76 of the Contract Labor (Regulation & Abolition) Act 1970.

#### **Staff Deployment & Replacement**

5.15 No personnel can be changed without prior permission from the university after deployment in the campus. Bihar University of Health Sciences, Patna shall have the right to replace or stop any person without assigning any reason whatsoever and the substitute shall have to be provided by the contract immediately, if required.

#### **Legal Compliance**

5.16 Necessary license, permit, consent, sanction, etc. as may be required or called for from/ by local or any other authority for doing such work shall be obtained. The agency shall comply at its own cost with all applicable laws, rules and regulation in force from time to time whether of Central or state Govt. as applicable to him or this contract without any liability and responsibility to Bihar University of Health Sciences, Patna whatever it may be.

#### **Prohibition of Union Activities & Strikes**

5.17 The personnel of the agency /service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of Bihar University of Health Sciences, Patna.

#### **Police Verification & Code of Conduct**

5.18 The persons supplied by the Agency should not have any Police Records/ Criminal cases against them; Agency will be required to produce antecedents duly verified by police of the personnel deployed at Bihar University of Health Sciences, Patna. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police and collecting proofs or identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the university. The service provider will also ensure that the personal deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The agency should ensure that his worker does not smoke, not eat paan, not indulge in Lottering, not indulge in drinking alcohol or intoxicants or in gambling or any unlawful activities.



### **Jurisdiction for Disputes**

5.19 Any dispute arising out of or in any way connected with the agreement shall be deemed to have arisen in Patna and only courts in Patna shall have jurisdiction to determine /decide the same.

### **Submission of Key Personnel Details**

5.20 List of Director, consultant and top executives (with name, address, phone number etc.) should be furnished with the tender.

### **Recruitment & Training Details**

5.21 Procedure for recruitment and training of personnel with their qualification should be also furnished after awarded of the tender.

### **Compliance with Statutory Regulations**

5.22 Statutory Requirement/ obligation: - All statutory rules, like Central Govt. Minimum wages Act. ESI Act + PF Act. etc. as applicable for engagement of manpower on daily wages are to be followed strictly.

### **Agreement Execution**

5.23 The selected agency will have to sign the agreement document in 2 copies with the university within 15 days from the issue of the letter by furnishing non judicial stamp paper of Rs 1000/- for signing of agreement.

### **Contract Duration & Renewal**

5.24 The period of contract will be for three year from the date of commencement of services/ work subject to quarterly appraisal and review by concerned officer of this University and may be extended for next one year on satisfactory performance if agreed to by both the parties.

### **5.25 Contract Termination**

- The contract may be terminated by giving one month's notice, in case the agency

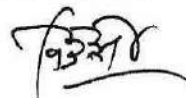
5.25.1 Assigns or sub contracts any of the service.

5.25.2 Violation/contravention of any of the terms and conditions mentioned herein.

5.25.3 Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.

5.25.4 Any violation of instruction/ agreement or suppression of fact.

5.25.5 Contractor being declared insolvent by competent court of law



5.25.6 If agency willing to exit this contract a 2 months' notice, in advance should be produced by the agency.

5.25.7 On termination of the contract, it shall be the responsibility of the agency to remove his persons, machinery and materials immediately. Bihar University of Health Sciences, Patna shall not identify any loss caused by the agency by such terminations, whatever it may be.

5.25.8 During the notice period of the termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of the notice period.

5.25.9 In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by Bihar University of Health Sciences, Patna.

#### **Language & Professionalism Requirements**

5.26 All the manpower /security person should be well conversant in English, Hindi & local language, should have pleasant personality and good behaviour/ etiquettes and good communication skill along with good command in the field of expertise.

#### **Security Deposit & Performance Guarantee**

5.27 On acceptance of the tender, the Bidder shall deposit performance security in the form of bank guarantee of ₹20,00,000 (Rupees Twenty lakhs only) in favour of "**Registrar, Bihar University of Health Sciences, Patna**" within 7 days of the award of the contract which will be refundable without interest after successful completion. Of the contract and no liabilities from the agency or its employees. In case of any complaint the security deposit shall be discharged only after adjusting all dues, liabilities of the worker etc.

#### **Change in Agency Constitution**

5.28 In case of any change of constitution of the agency the rights of Bihar University of Health Sciences, Patna should not suffer.

#### **Scope of Work & Contract Conditions**

5.29 The scope of work and rate schedule of contract and conditions of tender shall form the part and basis of the contract and decision of the university in reference to all matters of dispute shall be final and binding.

#### **Adjustment in Manpower Deployment**

5.30 Number of personnel to be deployed at the university may increase or decrease as per the requirement. The exact number of personnel required on a particular department /section of the university will be communicated by the university and the payment will be made accordingly.



**Attendance & Monthly Billing**

5.31 The agency will maintain a daily attendance register of the personnel along with their deployment position at the university to be produced within the monthly bill of the agency for monthly payment to be made duly counter signed by concerned officer.

**Monitoring & Penalty for Absence**

5.32 Bihar University of Health Sciences, Patna shall be at liberty to check any time the deployment of persons works by the agency and in case of any default shall deduct the wages of absentee personnel from monthly payment due to the agency and imposed penalty to agency as decided by the competent authority.

**Responsibility for Loss/Damage**

5.33 The agency shall be liable for full fidelity of the personnel to lie provided and in case any pilferage damage theft shortage is caused to the property of the university due to the carelessness of the persons deployed by the agency, the value as assessed shall be recovered from the payment due to the agency under the contract. If some amount is still found recoverable, the agency shall deposit the same within 15 days from service of notice by Bihar University of Health Sciences, Patna.

**Background Verification & Medical Fitness**

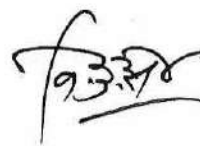
5.34 The service provider agency must have proper mechanism for intake, verification of candidate's character and antecedents, management and placement of the skilled manpower. The service provider shall be responsible for getting the character and antecedents of the persons verified from the police authorities before putting any person to work and that person should be free from any communicable disease.

**Work Experience Documentation**

5.35 Work experience along with work job orders of the service provider agency for providing manpower during the last 3 years may be furnished. (Annexure- IX)

**Salary Breakup Submission**

5.36 Break-up of monthly payment details to each category of outsourced staff as per approved rate by the university to be submitted for every month to the office of the registrar of the university.





### **Manpower Quality Standards**

5.37 The service provider agency will supply manpower of the specified standards only in terms of qualifications and skill requirements for each category of manpower as required by the university.

### **Confidentiality Clause**

5.38 The agency/Service provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical knowhow, security arrangements and administrative organizational matters as most are of confidential secret nature.

### **Violation & Blacklisting**

5.39 Any violations of these terms and conditions will lead to termination of the job contract with the service provider agency, forfeiture of the security amount and blacklisting of the agency for future works.

### **Compliance with Labor Laws**

5.40 Agency shall maintain all records/ registers as required to be maintained under various labor laws and other statutory laws in force and as amended from time to time.

### **Minimum Age & Fitness Criteria**

5.41 The persons deputed shall not be below the age of 18 years and should be physically fit, healthy for performing manual and assigned duties.

### **Work Schedules & Leave Policy**

5.42 The manpower employed by the agency should work as per the working days and timings of university. They may be called for attending the office on weekend's holiday's late sitting as per requirement.

### **Sole Responsibility for Legal Compliance**

5.43 The service provider shall be solely and exclusively liable to discharge all statutory and other liabilities under various laws and acts as applicable and amended from time to time in respect of the manpower provided to the university. The university shall have no liability, whatsoever, with respect to the aforementioned.

### **Local Representative and Performance Review**

5.44 Local representative of agency shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of Bihar University of Health Sciences, Patna they shall work under the directives and guidance of Bihar University of Health Sciences, Patna. This will, however, not diminish in any way, the agencies responsibility under contract to Bihar University of Health Sciences,



Patna at the end of each month, monthly work performance will be reviewed and if work performance will not be satisfactory, contract may be terminated.

#### **Personnel Deployment & Replacement Policy**

5.45 The agency will not change the personnel once deployed by it in the university without prior permission of the university. Similarly, before deploying new personnel, consent of concerned office must be taken.

#### **Discipline & Conduct**

5.46 The person deployed by the agency should be disciplined and will not participate in any activity prejudicial to the interest of Bihar University of Health Sciences, Patna. Government of India any state or any union territory. In case any of the persons so deployed by the agency does not come up to the mark in terms of general discipline or does not perform his/her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the agency on the order of the university, shall immediately withdraw such person from the premises of the university.

#### **Legal & Medical Support for Personnel**

5.47 In case in personnel of the agency implicated in any lawsuit or is injured by any person or group of persons agitating mobile EC during the course of performing his duty their duties for Bihar University of Health Sciences, Patna it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help EC without charging any cost to Bihar University of Health Sciences, Patna.

#### **University's Legal Protection**

5.48 In case Bihar University of Health Sciences, Patna is implicated in any law suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the agency,, all cost of defending such suit settlement of claims penalty etc. shall be borne by the agency or recovered from the due amount payable to the agency and Oregon from the security deposit held by the Bihar University of Health Sciences, Patna.

#### **Compensation for Workplace Accidents**

5.49 In the event of any accident and injury, in respect of which compensation may become payable under the workman's compensation act 8 of 1923 including all amendments therein, Bihar University of Health Sciences, Patna shall have full powers to retain out of any sums payable becoming payable to the agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any short fall shall be recovered and any accesses shall be refunded. The opinion of the Registrar of Bihar University of Health Sciences, Patna shall be final in regard to all matters arising under this clause.



**Character Verification**

5.50 Bidder must enclose valid Character Certificate of Proprietor/Partner/Director of firm with technical Bid.

**Registrar's Final Authority**

5.51 The decision of registrar Bihar University of Health Sciences, Patna in regard to interpretation of the terms and conditions and the agreement shall be final and binding to the agency.

**Quality of Service Decision**

5.52 The Registrar Bihar University of Health Sciences, Patna shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and his decision shall be final and binding.

**Handover upon Contract Termination**

5.53 At the end of contract. Termination of the contract, the agency shall handover the charge to the new service provider appointed by Bihar University of Health Sciences, Patna without any hindrance. In case of non-compliance, this security deposit shall be forfeited.

**No Accommodation Provided**

5.54 No accommodation will be provided by Bihar University of Health Sciences, Patna for the personnel employed by the agency.

5.55 Selection Criteria mentioned in tender document above para no 4.19.

**EPF & ESI Compliance**

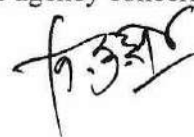
5.56 The manpower deputed at Bihar University of Health Sciences, Patna should provide a list of account numbers of EPF and ESI of each personnel deployed at Bihar University of Health Sciences, Patna and a copy of EPF, ESI should be submitted to the office of the registrar on monthly basis along with a declaration stating that the PF contribution ESI deduction pertaining to the personnel engaged in Bihar University of Health Sciences, Patna have been included in the respective Challan.

**Payment Calculation**

5.57 The calculation of the payment of manpower services will be decided by University/Bihar Govt./DGR, New Delhi.

**Advance Payment for Personnel**

5.58 The agency will bear the payment of all outsourced persons up to maximum 3 months in the case of non-payment by the university to the agency concerned.




**Contract Duration & Termination**

5.59 The period of contract will be for 3 years initially which may be extended further for one year subject to efficient and effective performance. Their contract can be foreclosed without assigning any reasons by giving two months' notice on either side. Tender validity should be 90 days from the opening of the tender.

5.60 All provision pertaining to "The Bihar Finance (Amendment) Rules, 2024" and resolution no.- 13876 dated - 03.11.2017 & resolution no.- 14556 dated -17.11.2017 shall be applicable for this Tender.

5.61 All the terms and Conditions of this tender document are acceptable to me /us.

**Signature of Bidder with seal**

A handwritten signature in black ink, appearing to be 'f 13218', is written over a faint, circular official stamp.

**ANNEXURE-I**

Details of Manpower/Security Person Requirement at Bihar University of Health Sciences, Patna

S. N.	Designation	Work Profile	Qualification	Category	Wages
1	Deputy Examination Controller	Examination Conduct & Administration	Post Graduate with at least 55% marks	--	Rs.- 67,700/- monthly
2	Assistant Examination Controller	Examination Conduct & Management	Post Graduate with at least 55% marks	--	Rs.- 53,100/- monthly
3	Budget-cum-Account Officer	Budget Planning & Financial Management	Post Graduate with Accounts	--	Rs.- 67,700/- monthly
4	Officer on Special Duty	Administrative Coordination	Post Graduate	--	Rs.- 53,100/- monthly
5	University Engineer	Infrastructure Development & Maintenance	B.E./B. Tech in civil electrical/mechanical	--	Rs.- 53,100/- monthly
6	Computer Programmer	To develop and maintain university websites and all IT related work in the university	B.E./ B. Tech. In Computer Science & Engineering/ Electronics Engineering	--	Rs.- 47,600/- monthly
7	Section Officer	Supervision of official work	Graduate with at least 55% marks	--	Rs.- 35,400/- monthly
8	Assistant	official works	Graduate with at least 55% marks	--	Rs.- 35,400/- monthly
9	Stenographer	To take dictation VC/Registrar/other officers in the official works	Graduate with certificate course in computer in short hand write in Eng & Hindi	--	Rs.- 25,500/- monthly
10	Lower Division Clerk	official works	Intermediate or its equivalent and computer and typing knowledge		Rs.- 19,900/- monthly
11	Upper division Clerk	official works	Intermediate or its equivalent and computer and typing knowledge		Rs.- 25,500/- monthly

12	PS to VC		To assist in his official works	Graduate	--	Rs.- 35,400/- monthly
13	Computer Operator /Data Entry Operator		To look after front office works like receiving/despaching the letter	10 <sup>th</sup> +2 Pass with Diploma in Computer, Experience in Hindi and English typing	Highly Skilled	As Govt. Norms
14	Security	DGR	Supervisor	Ex - Army	Highly Skilled	As Govt. Norms
			With Arms		Highly Skilled	
			Without Arms		Skilled	
	Civil	With Arms	Having Experience	Highly Skilled		
		Without Arms		Skilled		
15	Multi-Tasking Staff/ IT Boy/Girl		Its work will be decided by the officer of the University	10 <sup>th</sup> Pass	Semi-skilled	As Govt. Norms
16	Driver		Drive the Vehicle	10 <sup>th</sup> Pass with Driving License	Highly Skilled	As Govt. Norms
17	Sweeper		Cleaning	10 <sup>th</sup> Pass	Unskilled	As Govt. Norms

Note-Posts which are promotional posts in nature will be filled up by the candidates having adequate experience.



**ANNEXURE-II****(FORMAT OF TECHNICAL BID)**  
(To be submitted on the letterhead of the firm)

To,  
Registrar,  
Bihar University of Health Sciences, Patna  
Bihar- 854301

**Subject:** Submission of Technical Bid for Providing Manpower Services on Outsourcing Basis.

**Ref:** Tender No. \_\_\_\_\_

Sir,

In response to your tender mentioned above, the technical bid of our firm to provide manpower service on an outsourcing basis at Bihar University of Health Sciences, Patna is submitted herewith along with the following mandatory documents as mentioned in the tender documents.

S.No.	DOCUMENTS TO BE SUBMITTED	WHETHER SUBMITTED (WRITE YES/NO)	Ref. Page No.	RELEVANT DETAILS	REMARKS
1	Tender Documents Fee			DD NO.: Date: Bank Name: Amount Rs. 25,000/-In Favour of: Registrar, Bihar University of Health Sciences, Patna Payable at Patna	
2	Earnest Money Deposit (EMD)			DD NO.: Date: Bank Name: Amount Rs. 10,00,000/-In Favour of: Registrar, Bihar University of Health Sciences, Patna Payable at Patna	
3	Satisfactory experience certificate of similar work done				
4	Certificate of Registration of the Firm				
5	Proof of Office Address (Telephone Bill, Electricity Bill, etc.)				
6	Shop & Establishment Certificate				
7	Labour License				



8	Details of Bank Account of the Firm (A cancelled cheque to be enclosed)				
9	PAN Card Number				
10	GST Registration Number				
11	EPF Registration Number				
12	ESI Registration Number				
13	Annual Turnover Certificate for the Last Three Financial Years, duly certified by a Chartered Accountant with UDIN				
14	Current Number of Manpower Working with the Agency supported by latest EPF & ESI ECR with Payment Challan for the Month of March 2025				
15	IT Return and Audited Balance Sheet with P&L Account for the Last Three Financial Years, with UDIN by CA				
16	GST Return as per GSTR-9 & 9C for Last Three Financial Years (2021-22, 2022-23, 2023-24)				
17	Non-Relation Certificate with Employees of Bihar University of Health Sciences, Patna (on the letterhead of the firm)				
18	Not Blacklisted Certificate in the form of an Affidavit				
19	An Undertaking by the Agency for Acceptance & Compliance of All Terms & Conditions mentioned in the Tender				
20	Any Other Document				

Thanking you,

**Yours faithfully,**

**Name and Signature of Authorized Signatory**

**Date:** \_\_\_\_\_

**(Seal of the Firm)**

ANNEXURE-III

**(FORMAT OF FINANCIAL BID)**

*(To be submitted on the letterhead of the firm)*

*(To be put in a separate sealed envelope)*

To,  
Registrar,  
Bihar University of Health Sciences, Patna  
Bihar-854301

**Subject:** Submission of Financial Bid for Providing Manpower Services on Outsourcing Basis.

**Ref:** Tender No. \_\_\_\_\_

Sir,

In response to your tender mentioned above, our firm is pleased to provide manpower services on an outsourcing basis at Bihar University of Health Sciences, Patna. Our quoted **percentage of commission** is as follows:

Service Charge (Both in Figure & Words) (in percentage)	Remarks

**Note:**

- The **Service Charge** quoted by the agency/bidder must be in percentage, up to **two decimal places only**.
- If the agency/bidder quotes the financial bid in any other form than mentioned in the tender document, the bid will be **summarily rejected**.
- While arriving at the **Service Charge** to be quoted in percentage, the bidder must ensure that the quoted rate is **between 3.85% to 7%**, as per **Finance Department, Bihar letter no-2988 dated 23.03.2023**.

Thanking you,

**Yours faithfully,**

**Name and Signature of Authorized Signatory**

**Date:** \_\_\_\_\_

**(Seal of the Firm)**



**BIHAR UNIVERSITY OF HEALTH SCIENCES, PATNA**  
**(Forwarding Letter/Undertaking)**

To,  
The Registrar  
Bihar University of Health Sciences  
Patna

**Subject:** Submission of Documents for Tender – Providing Security & Manpower Services

Dear Sir,

1. I/We hereby submit our documents against the above tender for providing security & manpower services for a period of **three (3) years**, further extendable up to a maximum of one year, depending upon performance, at Bihar University of Health Sciences, Patna through the open tendering system.
2. I/We enclose herewith the **Bank Guarantee** dated \_\_\_\_\_ for Rs. \_\_\_\_\_, drawn in favor of "Bihar University of Health Sciences, Patna" towards **EMD/Bid Security**. *(Tender not accompanied with EMD/Bid Security along with Techno-Commercial Bid (Part-I) shall be summarily rejected.)*
3. I/We have gone through all the terms and conditions of this tender before submitting the same and agree to all the terms and conditions stipulated by the Bihar University of Health Sciences, Patna in this connection.
4. I/We acknowledge that any **overwritten entries shall be deleted unless cut & re-written entries are duly initialled**.
5. The tender is **duly signed** (no thumb impression should be affixed) by the proprietor/authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within **seven (7) days** from the issue of the letter of acceptance/offer, failing which our/my bid security deposit may be forfeited, and our/my firm may be **debarred** from participating in any tender of Bihar University of Health Sciences, Patna for the next **two (2) years**.

Yours Sincerely,

**Signature with Rubber Stamp**

**Name of Tenderer:** \_\_\_\_\_

**Full Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**WITNESS (with Full Address & Phone No.):**

1. \_\_\_\_\_
2. \_\_\_\_\_



**UNDERTAKING**  
**(On a Stamp Paper of Rs. 100/-)**

To,  
The Registrar  
Bihar University of Health Sciences  
Patna

**Subject:** Undertaking Regarding Compliance with Tender Terms and Conditions

Sir,

I/We, **(Name of the Firm/Agency)**, hereby agree to abide by all the terms and conditions laid down in the tender document for **(Name of the Tender & Due Date)**.

This is to certify that I/We, before signing this bid, have read and fully understood all the terms, conditions, and instructions contained therein and undertake to abide by the said terms and conditions.

I/We abide by the provisions of the Minimum Wages Act, Contract Labor Act, and other statutory provisions such as the Provident Fund Act, ESI, Leave, Relieving Charges, Uniform, and Allowances, as well as any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per the Ministry of Labor or any other law enacted by the Government of India and accepted by the Government of Bihar, whichever is higher under the Minimum Wages Act, 1948, as amended from time to time. I/We shall be fully responsible for any violation.

I/We shall ensure that at least 15% of the security guards provided belong to the category of Ex-Servicemen, and all other personnel will be trained Security Guards.

I/We do hereby undertake that complete security of the Bihar University of Health Sciences, Patna premises and property, as per the scope of work/Departments, shall be ensured by our security agency. Additionally, any other security considerations deemed necessary by our agency shall also be taken care of.

Our security and manpower services shall be covered under a **Fidelity Bond** through an Insurance Agency for a minimum sum of **Rupees Five Lakh**. The insurance charges for the Fidelity Bond shall be borne by me/us. Any loss on account of theft/damage, if any, shall be recoverable from me/us through the Fidelity Bond.

**Signature of the Bidder**

**Name and Address of the Bidder:** .....

**Mobile/Tel. No.:** .....

**Email ID:** .....



**AFFIDAVIT REGARDING CLEAN TRACK OF BIDDER**

*(On a Stamp Paper of Rs. 100/-)*

To,  
The Registrar  
Bihar University of Health Sciences  
Patna - 800001

**Subject:** Affidavit for Clean Track Record Regarding Tender Enquiry No. .... for  
Providing Security Services at Bihar University of Health Sciences, Patna

Dear Sir,

I/We have carefully gone through the Terms and Conditions contained in the above-referred Tender Document. I/We hereby declare that my/our Company/Firm has never been **blacklisted**/debarred on any previous occasion and no legal cases are pending before any Central/State Departments, Institutions, Local Bodies, Municipalities, PSUs, Public Sector Banks, Public Limited Companies, Government Educational Institutions, Universities, Government Colleges, or Autonomous Bodies.

Additionally, I/We also declare that there are no Vigilance/CBI/FEMA cases either currently or on any previous occasion against my/our Company/Firm. I/We certify that I am the competent officer in my Company/Firm to make this declaration. A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, our security may be forfeited in full, and the bid, if accepted, may be cancelled at any stage. Furthermore, the contract may be determined, and we shall be barred from bidding in the future against another tender.

**Place:** .....

**Date:** .....

**(Signature of Bidder with Seal)**

**Name:** .....

**Designation:** .....

**Seal:** .....

**Address:** .....

# Please provide details of any blacklisting, debarment, or legal cases, if applicable.



**ANNUAL TURNOVER STATEMENT**  
(On the Letterhead of Chartered Accountant)

I/We have examined the books of accounts and other relevant records of M/s. [Name of the Bidding Firm], having its registered office at [Full Address of the Bidding Firm], and do hereby certify that the annual gross turnover of the bidding firm for the last three financial years (2021-22, 2022-23 and 2023-24), as per the audited books of accounts, is as under:

Sl. No.	Financial Year	Turnover in INR
1	2021-22	
2	2022-23	
3	2023-24	

Average Annual Turnover of the firm for the last three financial years is Rs. ....

Signature of Chartered Accountant (with Stamp of Firm)

Name: .....

Registration Number: .....

UDIN Number: .....

Date: .....

Place: .....



**Annexure-VIII**

**NOTARISED AFFIDAVIT**  
(On Rs. 100/- Non-Judicial Stamp Paper)

**TENDER NO.:** .....

I, undersigned [Name], [Designation], duly authorized representative of [Name of Proprietorship/Firm/Company/Agency], hereby undertake, Firm/Company, and declare that:

1. The undersigned is fully competent and authorized by the [Proprietorship/Firm/Company/Agency] to make this affidavit and bind the [Proprietorship/Firm/Company/Agency].
2. All details, information, and documents furnished by the [Proprietorship/Firm/Company/Agency] in the bid document are true and correct.
3. The [Proprietorship/Firm/Company/Agency] is fully solvent and legally/financially competent to perform the terms and conditions of the tender.
4. The [Proprietorship/Firm/Company/Agency] is duly registered under various relevant government notifications, and all dues have been paid as of date.
5. The [Proprietorship/Firm/Company/Agency] understands and agrees that, notwithstanding anything contrary contained in the tender document, and without prejudice to any of the rights and remedies of Bihar University of Health Sciences, Patna, the university shall have sole discretion to determine the disqualification of the bidder at any stage of the process. The bidder's participation in the tender process and/or its technical proposal and/or financial bid may be dropped from further consideration for any reason.

The undersigned, on behalf of [Proprietorship/Firm/Company/Agency], does hereby solemnly declare and affirm that the above declarations are true and correct in all respects. We hold full responsibility for the same. No part of it is false, and nothing has been concealed. Any false/incorrect submission shall render the [Proprietorship/Firm/Company/Agency] and the undersigned personally liable for all civil/criminal obligations, including complaints to the police and other authorities.

**Depositor Signature:** .....

**Name:** .....

**Designation:** .....

**Aadhaar Number:** .....

**E-mail ID:** .....

**Mobile No.:** .....

**Landline No.:** .....

**Address:** .....

(Seal of Proprietorship/Firm/Company/Agency enclosed)



**Annexure-IX**



**Details of other organizations where similar contracts undertaken during last three financial years (enclose supporting documents)**

Sl. No.	Name of Client	F.Y.	Work Order No. With Date	Experience Certificate No. with Date	Status (Ongoing/ Completed)	Ref. Page No. of Technical Bid	No. of Man Power	Total No. of Man Power	Remarks
1		2021-22							
		2022-23							
		2023-24							
2		2021-22							
		2022-23							
		2023-24							
3		2021-22							
		2022-23							
		2023-24							
4		2021-22							
		2022-23							
		2023-24							
5	Total								

**Note – Experience Certificate must contained no. of Manpower, otherwise experience will not be considered.**

*(Signature)*

**NOTARISED AFFIDAVIT**  
(On Rs. 100/- Non-Judicial Stamp Paper)

**TENDER NO.:** .....

I, undersigned [Name], [Designation], duly authorized representative of [Name of Proprietorship/Firm/Company/Agency], hereby undertake, Firm/Company, and declare that:

1. The undersigned is fully competent and authorized by the [Proprietorship/Firm/Company/Agency] to make this affidavit and bind the [Proprietorship/Firm/Company/Agency].
2. All details, information, and documents furnished by the [Proprietorship/Firm/Company/Agency] in the bid document are true and correct.
3. The [Proprietorship/Firm/Company/Agency] is fully solvent and legally/financially competent to perform the terms and conditions of the tender.
4. The [Proprietorship/Firm/Company/Agency] is duly registered under various relevant government notifications, and all dues have been paid as of date.
5. The [Proprietorship/Firm/Company/Agency] understands and agrees that, notwithstanding anything contrary contained in the tender document, and without prejudice to any of the rights and remedies of Bihar University of Health Sciences, Patna, the university shall have sole discretion to determine the disqualification of the bidder at any stage of the process. The bidder's participation in the tender process and/or its technical proposal and/or financial bid may be dropped from further consideration for any reason.

The undersigned, on behalf of [Proprietorship/Firm/Company/Agency], does hereby solemnly declare and affirm that the above declarations are true and correct in all respects. We hold full responsibility for the same. No part of it is false, and nothing has been concealed. Any false/incorrect submission shall render the [Proprietorship/Firm/Company/Agency] and the undersigned personally liable for all civil/criminal obligations, including complaints to the police and other authorities.

**Depositor Signature:** .....

**Name:** .....

**Designation:** .....

**Aadhaar Number:** .....

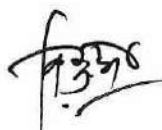
**E-mail ID:** .....

**Mobile No.:** .....

**Landline No.:** .....

**Address:** .....

(Seal of Proprietorship/Firm/Company/Agency enclosed)



Annexure-IX

**Details of other organizations where similar contracts undertaken during last three financial years (enclose supporting documents)**

Sl. No.	Name of Client	F.Y.	Work Order No. With Date	Experience Certificate No. with Date	Status (Ongoing/ Completed)	Ref. Page No. of Technical Bid	No. of Man Power	Total No. of Man Power	Remarks
1		2021-22							
		2022-23							
		2023-24							
2		2021-22							
		2022-23							
		2023-24							
3		2021-22							
		2022-23							
		2023-24							
4		2021-22							
		2022-23							
		2023-24							
5	Total								

**Note – Experience Certificate must contained no. of Manpower, otherwise experience will not be considered.**

*1370*