

S.M COLLEGE, BHAGAPUR (BIHAR) 812001

Tender Notice

Adv. No:.....

Date: 12.01.2026

Sealed tenders are invited from registered agencies fulfilling all terms and conditions for providing manpower service on outsourcing basis at S.M COLLEGE, BHAGAPUR. The agencies willing to participate in the tender may download the tender documents from our website <https://www.smcollege.ac.in> , and may submit duly filled tender form in sealed envelopes pertaining all requisite documents through in person only latest by 19.01.2026 (Monday) at S.M COLLEGE, BHAGAPUR. Received tender will be opened on 20.01.2026 in the presence of the authorized representative of Tenderer, if they so desire, at S.M COLLEGE, BHAGAPUR. For further details, please visit the College website.

(Dr. Nisha Jha)
PRINCIPAL
S.M COLLEGE, BHAGAPUR

BID DOCUMENT

Adv. No.:/Manpower (Outsourcing)/.....

1. Invitation of Tender

S.M COLLEGE, BHAGAPUR is inviting a tender from reputed and experienced agencies for providing security, housekeeping and manpower service on outsourcing basis. Interested agency fulfilling all terms and conditions may participate and submit the duly filled tender documents latest by 19.01.2026 (Monday) at S.M COLLEGE, BHAGAPUR.

2. Processing Fee for Tender Documents

The Processing fee for tender documents will be **Rs 10,000/- (Rupees Ten Thousand Only)+ (GST@18%)** . This fee shall be paid in the form of non-refundable Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of **“PRINCIPAL, S.M COLLEGE, BHAGAPUR”** payable at **Bhagapur**.

3. Earnest Money Deposit (EMD)

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 1,00,000/- (Rupees One Lakh Only)** payable in the form of Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of **“PRINCIPAL, S.M COLLEGE, BHAGAPUR”** payable at **Bhagalpur**. In case of unsuccessful bidder, the EMD will be refunded to them against written application without any interest accrued thereon at the earliest and after the acceptance of the contract by the successful bidder. In the case of the successful bidder, upon acceptance of the work order, the EMD shall be retained by the College and shall not be refunded. The successful bidder shall additionally be required to submit a Performance Bank Guarantee (PBG) of an amount equivalent to the EMD, i.e., Rs. 1,00,000/- (Rupees One Lakh Only), in the form of a Demand Draft issued by any nationalized/scheduled commercial bank, drawn in favour of ‘PRINCIPAL, S.M COLLEGE, BHAGAPUR’, payable at Bhagalpur. The PBG will be forfeited in case of non-fulfilment of any of the terms & conditions of the contract and for compensating any loss suffered.

4. Instructions to the Bidders

- 4.1 The bidder must be a legally constituted proprietary firm/ partnership firm/ limited company or corporate body who possess the required licences, registrations etc., as per law valid at least for 3 Years from the date of the opening of tender for providing manpower services.
- 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 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.

- 4.5 The last date for receipt of the bid is 19.01.2026 (Monday) up to 05:00 PM. The bids may be sent by in person only so as to reach the PRINCIPAL, S.M COLLEGE, BHAGAPUR before/on the last date of receipt.
- 4.6 Bids received after the deadline of receipt indicated in para 4.5, shall not be taken into consideration.
- 4.7 S.M COLLEGE, BHAGAPUR reserves the absolute right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.
- 4.8 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.1,00,000/- (Rupees One Lakhs only)** is to be paid in the form of account payee Demand Draft/Banker's Cheque in favour of PRINCIPAL, S.M COLLEGE, BHAGAPUR payable at Bhagalpur.
- 4.9 **Technical bid should contain papers regarding (enclose self- attested photocopy)**
- 4.9.1 Registration of the firm,
- 4.9.2 Technical Bid should be filled in the prescribed format as **Annexure-II**.
- 4.9.3 Balance Sheet for the last **3 years** and minimum annual turnover of the firm should be **10 (Ten) Lakh** per annum in the last three Financial Years.
- 4.9.4 Clearance from Service tax/ GST certificate & GST Return Certificate of last 3 years.
- 4.9.5 Photocopy of PAN card.
- 4.9.6 Proof of ESI registration and latest contribution of more than 150 persons in a month.
- 4.9.7 Proof of EPF registration and latest contribution of more than 150 persons in a month.
- 4.9.8 License issued by the Dept. of Labour under Labour Act 1970 having capacity of 500 manpower.
- 4.9.9 Shop & Establishment Licence
- 4.9.10 License issued by Home Dept. PASARA & ISO Certificate of the Firm.
- 4.9.11 Proof of work experience (minimum experience should be of **05 (Five)** years for providing of manpower in **government or semi-government organization** for the required posts as mentioned in this advertisement (**Annexure-I**).
- 4.9.12 The firm should have GST Registration Certificate.
- 4.9.13 There should be no case pending with the Police or any Court of Law against the Proprietor/ Firm/ Partner(s) or the Company (Bidder). An affidavit in this regard, duly sworn before a 1st Class Magistrate, must be submitted.

4.10 Financial bid

- 4.10.1 The Financial Bid shall contain the duly filled-in Annexure–III of the enquiry, clearly indicating the Service Charges for all categories of personnel. The quoted Service Charges shall not exceed the rate prescribed under Resolution No. 1020 dated 21.02.2024, of the Labour Resource Department, Government of Bihar. (**Annexure-IV**)
- 4.10.2 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 hiring of manpower supply agency at S.M COLLEGE, BHAGAPUR.
- 4.10.3 If any bidder submits more than one bid, all such bids, along with the bidder/firm, shall be disqualified.
- 4.11 A self-undertaking shall be submitted stating that all information provided in the Bid is true and correct. If any information is found to be false at any stage, the contract is liable to be terminated.
- 4.12 The cover containing the bid must be signed sealed and super-scribed "Bid for hiring of manpower supply agency at S.M COLLEGE, BHAGAPUR vide .
- 4.13 The bids shall be opened in S.M COLLEGE, BHAGAPUR 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 S.M COLLEGE, BHAGAPUR, the bids will be opened at the given time and place on the next working day.
- 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. The decision of the Committee shall be final and binding.
- 4.15 In case the bid being submitted by a firm it must be signed separately by each partner thereof 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 authorising 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 authorised signatures.
- 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 authorised signatory as token of acceptance of terms and conditions. In case the tenders are signed by the authorized signatory,

a copy of the power of attorney/ authorisation must be enclosed along with tender.

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

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

5. Terms & Conditions

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

5.2 This manpower is to be provided as per requirement for 8 hours a day. The number of persons required may vary from time to time and as per requirement. S.M COLLEGE, BHAGAPUR 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.

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 and S.M COLLEGE, BHAGAPUR shall not be responsible for the same.

5.4 The wage portion of the personnel shall be decided by the College which shall normally be the minimum wages applicable for Bhagalpur as approved under effective Central/Bihar Minimum Wages Act. The wages/salary of employed outsourcing person may depend on State Government guidelines. All the personnel employed by the agency must open their account in the Bhagalpur College tie-up bank branch, and their salary must be transferred to their account through ECS only.

5.5 S.M COLLEGE, BHAGAPUR 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 provisions of contract labour (R&A) Act and Labour and Services 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.

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 his own resources through ECS in account of the workers and proof of credited amount should be produced before the coming month bill.

- 5.8 The rates quoted should be net and taxes should be shown separately.
- 5.9 TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. instructions from time to time. The service tax (if claimed by the agency) will be reimbursed only after the submission of proof of payment of Service tax. Moreover, the Service Tax challan should match the claim preferred against the university.
- 5.10 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 the succeeding month.
- 5.11 The staff employed by the agency will always keep Identity Card with them for verification while working.
- 5.12 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. S.M COLLEGE, BHAGAPUR 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 S.M COLLEGE, BHAGAPUR authority. Such Employees without complete uniform will be treated as absent.
- 5.13 A formal declaration has to be submitted by the agency that the personnel deployed by the agency are all employees of the agency. S.M COLLEGE, BHAGAPUR 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 S.M COLLEGE, BHAGAPUR or elsewhere. The agency/service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 5.14 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.
- 5.15 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 S.M COLLEGE, BHAGAPUR for the record under Rule 76 of the Contract Labour (Regulation & Abolition) Act 1970.
- 5.16 No personnel can be changed without prior permission from the College after deployment in the campus. S.M COLLEGE, BHAGAPUR 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.
- 5.17 Necessary licence, 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 S.M COLLEGE, BHAGAPUR, whatsoever it may be.

- 5.18 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 S.M COLLEGE, BHAGAPUR.
- 5.19 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 S.M COLLEGE, BHAGAPUR. 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 & 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 shall also ensure that the personnel deployed are medically fit and shall maintain records of their medical fitness certificates. 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 chewing pan, not indulge in loitering, not indulge in drinking alcohol or intoxicants or in gambling or any unlawful activities.
- 5.20 Any dispute arising out of or in any way connected with the agreement shall be deemed to have arisen in Bhagalpur and only courts in Bhagalpur shall have jurisdiction to determine/decide the same.
- 5.21 List of Director, consultant and top executives (with name, address, phone number etc.) should be furnished with the tender.
- 5.22 Procedure for recruitment and training of personnel with their qualification should be also furnished along with tender document.
- 5.23 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.
- 5.24 The selected agency will have to sign the agreement document in two copies with the College within 15 days from the issue of the letter by furnishing non-judicial stamp paper of Rest 1000/- for signing of agreement.
- 5.25 The period of contract will be for three years from the date of commencement of services/work subject to quarterly appraisal and review by concerned officer of this College and may be extended for next one year on satisfactory performance if agreed to by both the parties.
- 5.26 **Termination** — The contract may be terminated by giving one months' notice, in case the agency fails to comply the following points:
- 5.26.1 Assigns or sub contracts any of the service.
- 5.26.2 Violation / contravention of any of the terms and condition mentioned herein.

- 5.26.3 Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
 - 5.26.4 Any violation of instruction / agreement or suppression of fact.
 - 5.26.5 Contractor being declared insolvent by competent court of law.
 - 5.26.6 If agency willing to exit this contract, a two months' notice, in advance should be produced by the agency.
 - 5.26.7 On termination of the contract, it shall be the responsibility of the agency to remove his persons, machinery and materials immediately. S.M COLLEGE, BHAGAPUR shall not identify any loss caused by the agency by such terminations, whatsoever it may be.
 - 5.26.8 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.
 - 5.26.9 In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by S.M COLLEGE, BHAGAPUR.
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- 5.27 All the manpower/security person should be well conversant in English, Hindi & Local language, should have pleasant personality and good behaviour/ etiquettes & good communication skill along with good command in the field of expertise.
 - 5.28 On acceptance of the tender, the Bidder shall deposit Performance Security in the form of Demand Draft/ Bankers Cheque of **Rs 1,00,000/-**(Rupees One Lakhs only) in addition to EMD (**Rs 1,00,000** /- (Rupees One Lakhs only) already deposited along with the tender documents to S.M COLLEGE, BHAGAPUR within seven 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.
 - 5.29 In case of any change of constitution of the Agency, the rights of S.M COLLEGE, BHAGAPUR should not suffer.
 - 5.30 The scope of work & rate schedule of contract and conditions of tender shall form the part and basis of the contract and decision of the College in reference to all matters of dispute shall be final and binding.
 - 5.31 Number of personnel to be deployed at the College may increase or decrease as per the requirement. The exact number of personnel required on a particular department/section of the College will be communicated by the College and the payment will be made accordingly.
 - 5.32 The agency will maintain a daily attendance Register of the personnel along with their deployment position at the College to be produced with the monthly bill of the agency for monthly payment to be made duly countersigned by concerned officer.
 - 5.33 S.M COLLEGE, BHAGAPUR shall be at liberty to check any time the deployment of persons/work 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.
- 5.34 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 College 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 S.M COLLEGE, BHAGAPUR.
- 5.35 The Service Provider/Agency must have proper mechanism for intake, verification of candidates' 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.
- 5.36 Work experience along with work /job orders of the Service Provider/Agency for providing manpower during the last three years may be furnished.
- 5.37 Break-up of monthly payment details to each category of outsourced staff as per approved rate by the College to be submitted for every month to the Office of PRINCIPAL of the University.
- 5.38 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.
- 5.39 The agency/service provider's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative/organizational matters as most are of confidential/ secret nature.
- 5.40 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.
- 5.41 Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time.
- 5.42 The persons deputed shall not be below the age of 18 years and should be physically fit, healthy for performing manual and assigned duties.
- 5.43 The man-power employed by the Agency should work as per the working days and timings of the university. The normal office working hours shall be from 09: 30 AM to 5: 30 PM. They may be called for attending the office on weekends/holidays/late sitting as per requirement. Leave for engaged personnel will be allowed as per prevailing norms.
- 5.44 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 College shall have no liability, whatsoever, with respect to the aforesaid.

- 5.45 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 S.M COLLEGE, BHAGAPUR, they shall work under the directives and guidance of S.M COLLEGE, BHAGAPUR. This will, however, not diminish in any way, the Agency's responsibility under contract to S.M COLLEGE, BHAGAPUR. At the end of each month, monthly work performance will be reviewed and if work performance will not be satisfactory, contract may be terminated.
- 5.46 The agency will not change the personnel once deployed by it in the College without prior permission of the university. Similarly, before deploying new personnel, consent of concerned office must be taken.
- 5.47 The person deployed by the agency should be disciplined and will not participate in any activity prejudicial to the interest of S.M COLLEGE, BHAGAPUR / Govt. of India/ any state/ or any Union Territory. In case any of the person so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform her/his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Agency on the order of university, shall immediately withdraw such person(s) from the premises of the university.
- 5.48 In case in personnel of the agency implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for S.M COLLEGE, BHAGAPUR. 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 etc. without charging any cost to S.M COLLEGE, BHAGAPUR.
- 5.49 Insurance of the employees shall be the sole responsibility of the outsourcing agency. The College shall not bear any loss, liability, or claim arising thereto.
- 5.50 In case S.M COLLEGE, BHAGAPUR 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 amounts payable to the agency and or from the security deposit held by S.M COLLEGE, BHAGAPUR.
- 5.51 In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, S.M COLLEGE, BHAGAPUR 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 shortfall shall be recovered and any excesses shall be refunded. The opinion of the PRINCIPAL/Proctor of S.M COLLEGE, BHAGAPUR shall be final in regard to all matters arising under this clause.
- 5.52 The decision of PRINCIPAL, S.M COLLEGE, BHAGAPUR in regard to interpretation of the terms and conditions and the agreement shall be final and

binding to the agency.

- 5.53 The PRINCIPAL, S.M COLLEGE, BHAGAPUR shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and their decision shall be final and binding.
- 5.54 At the end of contract period / termination of the contract, the agency shall hand over the charge to the new service provider (appointed by S.M COLLEGE, BHAGAPUR) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.
- 5.55 No accommodation will be provided by S.M COLLEGE, BHAGAPUR for the personnel employed by the agency.
- 5.56 The lowest bidder may not be necessarily awarded the work. The credibility and experience of the bidder will be preferred by the committee while awarding the work. However, the general criteria for selecting the successful service provider will be on the basis of total landed cost for each category of personnel to S.M COLLEGE, BHAGAPUR. In case of same financial bid the preference will be given to that bidder who offers superior credibility and work experience.
- 5.57 The manpower deputed at S.M COLLEGE, BHAGAPUR should provide a list of Account Numbers of EPF and ESI of each personnel deployed at S.M COLLEGE, BHAGAPUR and a copy of EPF/ESI Cards should be submitted to the office of the PRINCIPAL on monthly basis along with a declaration stating that the PF contribution/ESI deduction pertaining to the personnel engaged in S.M COLLEGE, BHAGAPUR have been included in the respective challans.
- 5.58 The calculation of payment for security personnel/manpower shall be made on a per-day basis, inclusive of all applicable charges.
- 5.59 The agency will bear the payment of all outsourced persons up to three months in the case of non-payment by the College to the agency concerned.
- 5.60 Preference will be given to those outsourcing agencies that are empanelled or included in the list of agencies approved or shared by the Higher Education, Department of Education, Government of Bihar.
- 5.61 The outsourcing agency shall ensure compliance with the applicable Reservation Roster/Policy of the Government of Bihar in the hiring and deployment of outsourced staff. This includes adherence to category-wise representation as per prevailing rules and instructions issued by the State Government.
- 5.62 All the provisions mentioned in Resolution No. 1020 dated 21.02.2024 of the Labour Resource Department, Government of Bihar shall be strictly followed.
(ANNEXURE-IV)

S.M COLLEGE, BHAGALPUR
TENDER FOR PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS

ANNEXURE-I
Details of Manpower/Security person requirement at S.M COLLEGE, BHAGAPUR

Table – 1

S.N.	Position	Minimum Number of Position	Minimum Qualification / Experience	Work Profile	Category
1	Computer Operator	1	M.C. A/B.C.A (Minimum 2- years' experience)	Computer Related works, Hindi/English Typing	Skilled

Table -2

S.N.	Position	Minimum Number of Position	Minimum Qualification / Experience	Work Profile	Category
1	Security	05	Ex-Army with minimum of 3 year of experience.	Without Arms / Civilian	Skilled
		Total = 05			

Table - 3

SN	Category	Minimum Number of Position	Desirable Qualification	Work Profile
			Bachelor's degree with computer course certificate. Experience of minimum 3 years.	
1	Sweeper	02	8 th pass / preferable 10 th Pass	Keeping office clean
		Total = 02		

S.M COLLEGE, BHAGALPUR
TENDER FOR PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS

ANNEXURE-II
(FORMAT OF TECHNICAL BID)

(To be submitted on letterhead of the firm)

To,

**PRINCIPAL,
S.M COLLEGE, BHAGAPUR
Bihar – 812001**

Sub: Submission of technical bid for providing manpower services on outsourcing basis.

Sir,

With response to your tender mentioned above, the technical bid of our firm to provide manpower service on outsourcing basis at S.M College Bhagalpur is submitted herewith along with the following mandatory documents as mentioned in the tender documents.

S.N.	DOCUMENTS NEED TO BE SUBMITTED	WHETHER SUBMITTED (Write YES/NO)	Ref. Page No.	RELEVANT DETAILS	REMARKS
1	Tender Document fee			DD No: Date: Bank Name: Amount: Rs. 10,000/- In Favour of: PRINCIPAL, S.M COLLEGE, BHAGAPUR Payable at Bhagalpur	
2	Earnest Money Deposit (EMD)			DD No: Date: Bank Name: Amount: Rs. 1,00,000/- In Favour of: PRINCIPAL, S.M COLLEGE, BHAGAPUR Payable at Bhagalpur	
3	Satisfactory completion certificate of 3 (three) similar work done.				
4	Certificate of Registration firm				
5	Proof of office address (telephone bill, electricity bill etc.)				
6	Trade license.				
7	Labour license.				
8	Details of Bank Account of the firm. A cancelled cheque of the account of the firm to be enclosed.				
9	PAN Card Number				

S.M COLLEGE, BHAGALPUR
TENDER FOR PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS

10	Service Tax Registration Number.				
11	Provident Fund (EPF) Registration Number.				
12	ESI Registration Number.				
13	Professional Tax Registration Number.				
14	Annual turnover certificate of last three financial year duly certified by the Chartered Accountants				
15	Current number of manpower working with agency				
16	Income Tax Return and Audited Balance Sheet of the last three financial year				
17	Non-relation certificate with the employees of S.M COLLEGE Bhagalpur on the letter head of the firm				
18	Not blacklisted certificate in the form of affidavit.				
19	An undertaking by the agency for Acceptance & Compliance of all terms & conditions mentioned in this tender.				

Thanking you,

Yours faithfully,

Name and Signature of authorised signatory

Date: -

(Seal of the firm)

S.M COLLEGE, BHAGALPUR
TENDER FOR PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS

ANNEXURE-III

(FORMAT OF FINANCIAL BID)

(To be submitted on letterhead of the firm)

(To be put in separate sealed envelope)

To,

PRINCIPAL,
S.M COLLEGE, BHAGAPUR
Bihar – 812001

Sub: Submission of financial bid for providing manpower services on outsourcing basis.

Sir,

With response to your tender mentioned above, our firm will be pleased to provide the manpower service on outsourcing basis at **S.M COLLEGE, BHAGAPUR**. Our quote for % of **Commission** is as under.

% of Service Charge (in both figure and words)	Remarks
	% of commission should be same for all categories of manpower

Thanking you,

Yours faithfully,

Name and Signature of authorised signatory

Date: -

(Seal of the firm)

Note: Please provide the complete salary structure i.e. rate per day & per month, Deduction, Gross total, service charge, GST, Net Payable Amount in separate sheet in this envelope.

Annexure-IV

संचिका संख्या-4/MW-40-01/2024

बिहार सरकार

श्रम संसाधन विभाग

श्रमायुक्त कार्यालय, बिहार, पटना

प्रेषक,

डॉ० बी० राजेन्द्र,

प्रधान सचिव, श्रम संसाधन विभाग।

सेवा में,

सभी अपर मुख्य सचिव/ प्रधान सचिव/सचिव

सभी विभाग, बिहार, पटना।

पटना, दिनांक-

विषय-

आउटसोर्सिंग पर कार्य लेने वाले एजेंसी/संवेदकों तथा कार्य देने वाले नियोजकों द्वारा अनुपालनीय श्रम कानूनों के मुख्य प्रावधान।

महाशय,

उपर्युक्त विषय के सम्बन्ध में कहना है कि वर्तमान समय में सरकार के कई विभागों/समितियों/ बोर्ड/आयोग आदि के द्वारा बड़ी संख्या में आउटसोर्सिंग एजेंसी/संवेदकों के माध्यम से श्रमिकों से कार्य लिया जा रहा है। विभिन्न श्रम संगठनों द्वारा कई बार विभाग के संज्ञान में लाया जाता है कि इन आउटसोर्सिंग एजेंसी/संवेदकों द्वारा श्रम कानूनों का समुचित ढंग से अनुपालन नहीं किया जा रहा है। साथ ही प्रधान नियोजकों द्वारा भी इसकी निगरानी नहीं की जा रही है। उक्त समस्याओं को ध्यान में रखते हुए सभी नियोजकों एवं आउटसोर्सिंग एजेंसी/संवेदकों द्वारा अनुपालनीय प्रमुख श्रम कानूनों की संक्षिप्त विवरणी निम्न प्रकार से है -

- i. न्यूनतम मजदूरी अधिनियम, 1948 के अनुसार श्रमिकों को सरकार द्वारा निर्धारित न्यूनतम मजदूरी का भुगतान करना अनिवार्य है। न्यूनतम मजदूरी की दर श्रमिकों की कार्यकुशलता/योग्यता के आधार पर अकुशल, अर्धकुशल, कुशल एवं अतिकुशल के रूप में वर्गीकृत होती है तथा कामगारों को उनके कोटि के अनुसार न्यूनतम मजदूरी का भुगतान किया जाना होता है।

- ii. न्यूनतम मजदूरी की दर में प्रत्येक 6 माह पर परिवर्तनशील मंहगाई भत्ता जोड़कर प्रत्येक वर्ष 01 अप्रैल एवं 01 अक्टूबर को नया न्यूनतम मजदूरी का दर प्रकाशित किया जाता है। न्यूनतम मजदूरी की अद्यतन दर विभागीय वेबसाइट <https://state.bihar.gov.in/labour> के Notifications सेक्शन में जाकर प्राप्त किया जा सकता है।
- iii. कोई भी Manpower से सम्बंधित निविदा जिसमें सरकार द्वारा निर्धारित न्यूनतम मजदूरी से कम दर पर संवेदक Manpower उपलब्ध कराने का Quotation देता है, वह अमान्य होगा।
- iv. श्रमिक से एक दिन में ओवरटाइम को छोड़कर अधिकतम 9 घंटे तक कार्य लिया जा सकता है जिसमें उसका एक घंटे का विश्राम अंतराल भी शामिल रहेगा। यदि किसी दिन कार्य की अधिकता है तो दो घंटे तक काम लिया जा सकता है लेकिन उसके लिए ओवरटाइम का भुगतान करना होगा। किसी भी परिस्थिति में अधिकतम कार्य-विस्तृति (Spread-over) विश्राम अंतराल सहित अधिकतम 12 घंटे तक हो सकती है। एक व्यक्ति द्वारा एक त्रैमासिक में अधिकतम 50 घंटे तक ओवरटाइम किया जा सकता है।
- v. ओवरटाइम का मजदूरी दर सामान्य दर से दुगुना दर से होगा। उदाहरण के लिए यदि किसी श्रमिक के एक दिन की न्यूनतम मजदूरी (8 घंटे के लिए) 400 रुपये है तो उसके एक घंटे की मजदूरी 50 रुपये होगी है। ऐसे में अगर कामगार ने एक घंटे ओवरटाइम किया है तो उसके लिए कामगार 100 रुपये ($50 \times 2 = 100$) का अतिरिक्त भुगतान उस दिन किया जायेगा।
- vi. आउटसोर्सिंग पर कार्यरत सभी कर्मचारियों को नियमानुसार **ESI** तथा **EPF** का लाभ दिया जाना है, जो कि निविदा के शर्तों में निहित होगा। कर्मचारी राज्य बीमा निगम (ESIC) को नियोजक तथा कर्मचारी दोनों के द्वारा अंशदान देना आवश्यक है। वर्तमान में कर्मचारी का अंशदान दर उसके मजदूरी का 0.75 प्रतिशत और नियोक्ता का अंशदान कर्मचारियों के मजदूरी का 3.25 प्रतिशत निर्धारित किया गया है। कर्मचारी भविष्य निधि (Employee Provident Fund) में कामगार का अंशदान 12% तथा नियोजक का अंशदान 13% (प्राशासनिक शुल्क सहित) किया जाना है।
- vii. ठेका श्रम (उन्मूलन एवं विनियमन) अधिनियम, 1970 के अनुसार किसी भी संवेदक को कार्य देने के पूर्व प्रधान नियोजक (Principal Employer) को अपने स्थापना का पंजीकरण (Registration) श्रम संसाधन विभाग के करवाना है। प्रधान नियोजक से कार्यादेश (Work-order) प्राप्त होने के बाद संवेदक द्वारा प्रत्येक कार्य के लिए श्रम

संसाधन विभाग से अनुज्ञप्ति (License) प्राप्त करना होगा। प्रधान नियोजक वह व्यक्ति है जो किसी प्रतिष्ठान का अंतिम रूप से मालिक है। साथ ही ठेकेदार (Contractor) वह व्यक्ति है जो प्रतिष्ठान में सामानों की आपूर्ति को छोड़कर स्थापना के किसी भी कार्य को करने के लिए संविदा श्रमिक उपलब्ध करवाता है।

viii. ठेका श्रम (उन्मूलन एवं विनियमन) अधिनियम, 1970 [The Contract Labour (Regulation and Abolition) Act, 1970] के धारा 21 के अनुसार ठेकेदार जिसने ठेका श्रमिक को नियोजित किया है, प्रत्येक श्रमिक को ससमय मजदूरी के भुगतान के लिए जिम्मेदार होगा। प्रत्येक प्रधान नियोजक ठेकेदार द्वारा मजदूरी के वितरण के समय उपस्थित होने के लिए अपने द्वारा अधिकृत एक प्रतिनिधि को नामित करेगा और वह नामित प्रतिनिधि मजदूरी के रूप में भुगतान की गई राशि को प्रमाणित करेगा। यदि ठेकेदार निर्धारित अवधि के भीतर मजदूरी का भुगतान करने में विफल रहता है या कम भुगतान करता है, तो प्रधान नियोजक मजदूरी का भुगतान करने के लिए उत्तरदायी होगा। इसके बाद मुख्य नियोजक श्रमिक को भुगतान की गई राशि को अनुबंध के तहत ठेकेदार को देय किसी भी राशि से कटौती करके या ठेकेदार द्वारा देय ऋण के रूप में वसूल कर सकता है।

ix. वित्त विभाग के संकल्प संख्या ज्ञापांक एम-4-06/2023- 2988/वि० पटना, दिनांक- 23-03-2023 एवं ज्ञापांक एम-4-06/2023- 8194/वि० पटना, दिनांक- 14-09-2023 के अनुसार आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने हेतु विभागों द्वारा निम्न बातों का अनुपालन अनिवार्य रूप से किया जाना है-

- a. मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क (Service Charge) न्यूनतम 3.85 प्रतिशत (3 प्रतिशत लाभ और 0.85 प्रतिशत संव्यवहार शुल्क के रूप में) तथा अधिकतम 7 प्रतिशत (संव्यवहार शुल्क सहित) होगी।
- b. चयनित एजेंन्सी द्वारा सेवा प्रदान कर रहे मानव बल को प्रतिमाह पारिश्रमिक के भुगतान में श्रम संसाधन विभाग, बिहार सरकार द्वारा अधिसूचित न्यूनतम पारिश्रमिक के प्रावधानों का अनुपालन किया जाना आवश्यक होगा। इसके साथ ही पारिश्रमिक का भुगतान मानव बल के आधार संबद्ध बैंक खाता में Real Time Gross Settlement (RTGS) की प्रक्रिया से किया जायेगा। यह भुगतान सेवा प्राप्त कर रहे विभाग / प्राधिकार द्वारा आउटसोर्सिंग एजेंन्सी को राशि विमुक्ति की तिथि के तीन कार्य दिवस के अन्दर संबंधित एजेंन्सी द्वारा किया जायेगा।

- c. संबंधित कार्यालय / प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को प्रत्येक माह की 5वीं तारीख तक प्राप्त विपत्र के आलोक में राशि का भुगतान किया जाना होगा। साथ ही सभी वैधानिक कटौती की राशि को ससमय संबंधित प्राधिकार (यथा कर्मचारी भविष्य निधि संगठन एवं कर्मचारी राज्य बीमा निगम इत्यादि) में आउटसोर्सिंग एजेंसी द्वारा जमा कराना होगा।
- d. आउटसोर्सिंग एजेंसी द्वारा कर्मियों / मानव बल के मासिक पारिश्रमिक भुगतान (आधार संबद्ध खाते में) का साक्ष्य अगले माह के विपत्र के साथ उपलब्ध कराया जाना आवश्यक होगा, अन्यथा विपत्र की राशि का भुगतान अनुमान्य नहीं होगा। साथ ही वैधानिक कटौती / देयता (यथा कर्मचारी भविष्य निधि एवं कर्मचारी राज्य बीमा अंशदान) की राशि जमा करने का साक्ष्य सहित त्रैमासिक प्रतिवेदन भी आउटसोर्सिंग एजेंसी द्वारा सेवा प्राप्त कर रहे विभाग / प्राधिकार को उपलब्ध कराया जाना आवश्यक होगा।
- e. GST की देयता आपूर्तिकर्ता / सेवा प्रदाता एजेंसी को किये जाने वाले कुल भुगतान (यथा न्यूनतम पारिश्रमिक Employer Contribution for EPF and ESI एवं Service Charge) के योग पर होगी।
- f. सेवा शुल्क (Service Charge) की गणना GST को छोड़कर शेष मदों (यथा, न्यूनतम पारिश्रमिक, Employer Contribution For EPF and ESI एवं अन्य Charges यदि कोई हो तो) के योग पर होगी।
- x. उदाहरण के लिए यदि किसी अकुशल कामगार को आउटसोर्सिंग के माध्यम से 01.01.2024 से रखा जाना है तो उसके एक दिन के लिए निविदा में न्यूनतम गणना कुछ इस प्रकार से होगी-

कामगार की प्रकृति	कामगार की संख्या	01.01.2024 को एक दिन की न्यूनतम मजदूरी की दर	ESI की राशि @3.25%	EPF की राशि @13%	योग (3+4+5)	सेवा शुल्क @3.85	योग (6+7)	GST @18%	कुल योग (8+9)
1	2	3	4	5	6	7	8	9	10
अकुशल	01	395	12.84	51.35	429.19	16.52	455.71	80.22	525.93

नोट- 1. कामगार द्वारा देय EPF एवं ESI का अंशदान उनके वेतन में कटौती किया जायेगा। परन्तु नियोजक द्वारा भुगतान EPF एवं ESI का अंशदान की कटौती कामगार के वेतन से नहीं की जाएगी।

2. बोनस भुगतान अधिनियम, 1965, उपादान (Gratuity) भुगतान अधिनियम, 1972 के प्रावधान के अनुरूप बोनस एवं उपादान का भी भुगतान नियोजक/संवेदक को करना होगा।

3. यह गणना न्यूनतम दर के अनुरूप है तथा निविदा का 1.1 इससे अधिक दर पर भी हो सकता है।

- xi. इस बात का विशेष रूप से ध्यान रखना है कि न्यूनतम मजदूरी की दर वर्ष में दो बार परिवर्तित होती है अतः निविदा में न्यूनतम मजदूरी के अद्यतन दर के अनुरूप मजदूरी भुगतान का शर्त शामिल होना चाहिये।
- xii. इसके अलावे अन्य श्रम अधिनियमों यथा, बोनस भुगतान अधिनियम, 1965, उपादान (Gratuity) भुगतान अधिनियम, 1972, बाल एवं किशोर श्रम (प्रतिषेध एवं विनियमन) अधिनियम, 1986, औद्योगिक विवाद अधिनियम, 1947, बिहार दूकान एवं प्रतिष्ठान अधिनियम, 1953 आदि का भी नियमानुसार अनुपालना नियोजकों/संवेदकों द्वारा किया जाना है।

उपरोक्त सभी प्रावधान सारांश के रूप में उल्लेखित किये गए हैं तथा इसकी विस्तृत जानकारी सम्बंधित अधिनियमों से अथवा श्रम संसाधन विभाग से प्राप्त की जा सकती है। अतः अनुरोध है कि उक्त प्रावधानों का समुचित अनुपालन करने के लिए आने अधीनस्थों को निदेशित करने की कृपा की जाए।

ह०/-

(डॉ० बी० राजेन्दर)

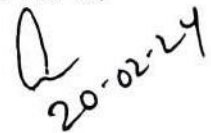
प्रधान सचिव,

श्रम संसाधन विभाग।

ज्ञापांक-.....1020.....

पटना, दिनांक.....21/02/2024

प्रतिलिपि- सभी जिला पदाधिकारी/ श्रम अधीक्षक को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।



(रंजिता)

श्रमायुक्त, बिहार।