

कार्यालय: निदेशक, पशुपालन विभाग, उत्तर प्रदेश, बादशाहबाग, लखनऊ-226007

संख्या-478/सा0-1/एक्स-120(187)/RKVY-बु0ख0पै0/मो0वा0/2013-14

दिनांक- 19.07.2013

अल्पकालीन निविदा सूचना

पशुपालन विभाग, उत्तर प्रदेश में बुन्देलखण्ड पैकेज अन्तर्गत स्थापित 47-संचल पशुचिकित्सा एवं कृत्रिम गर्भाधान इकाईयों के वाहनों को वर्ष 2013-14 में परिचालन हेतु निविदा के आधार पर चालकों की व्यवस्था एवं उनके पारिश्रमिक की दरों के निर्धारण हेतु आऊट-सोर्सिंग/सर्विस प्रदाता फर्मों/एजेन्सियों से, जो **PF Act, ESI Act, Labour Act and Shop & Establishment Act, Service Tax** तथा आयकर में पंजीकृत हों, से इस निविदा सूचना के माध्यम से मुहरबन्द निविदाएं आमन्त्रित की जाती हैं। उक्त निविदा के निविदा प्रपत्र (अहस्तान्तरणीय) का मूल्य, विक्रय की अवधि, भरे हुए निविदा प्रपत्र जमा करने की नियत तिथि/समय एवं निविदाओं के खोलने की तिथि/समय का विवरण निम्न तालिका में दिया जा रहा है-

क्र० सं०	निविदा संख्या व दिनांक	निविदा का विषय/श्रेणी	निविदा प्रपत्र मूल्य	निविदा के सापेक्ष धरोहर धनराशि	निविदा प्रपत्र विक्रय की अवधि	भरे हुए निविदाओं को जमा करने की नियत तिथि/समय	निविदा खोलने की तिथि एवं समय
1	2	3	4	5	6	7	8
1	सं.-478 दिनांक- 19.07.2013	Tender for approval of Rates for Supply of Man Power for the year 2013-14 in 47-Blocks of Seven Districts in Bundelkhand	रु० 500/- (रुपये पाँच सौ मात्र) प्रति निविदा प्रपत्र	रु०100000 /- (रुपये एक लाख मात्र)	दिनांक 29.07.2013 से दिनांक 05.08.2013 (अपराह्न 6:00 बजे) तक	दिनांक- 06.08.2013 को अपराह्न 2:00 बजे तक	दिनांक 06.08.2013 अपराह्न 3:30 बजे

उपरोक्त तालिका में दिए गए विवरण के अनुसार अल्पकालीन निविदा प्रपत्र के विक्रय की अन्तिम तिथि तक सम्बन्धित निविदा प्रपत्र (नियम/शर्तें एवं जनपद/विकास खण्ड की सूची सहित) अधोहस्ताक्षरी के कार्यालय से उक्त समयवधि के अन्तर्गत किसी भी कार्य दिवस में प्रति निविदा प्रपत्र रु० 500/- (रु० पाँच सौ रुपये मात्र) का नकद भुगतान कर प्राप्त किए जा सकते हैं। निविदा प्रपत्र विभागीय वेबसाइट <http://animalhusb.up.nic.in> से भी उपरोक्त कालम 6 में अंकित अवधि के मध्य डाउनलोड किए जा सकते हैं, परन्तु डाउनलोडेड निविदा प्रपत्र के साथ प्रति निविदा प्रपत्र रु० 500/- (रु० पाँच सौ रुपये मात्र) का राष्ट्रीयकृत बैंक का डिमाण्ड ड्राफ्ट जो निदेशक, पशुपालन विभाग, उत्तर प्रदेश, लखनऊ के पक्ष में लखनऊ में देय हो, निविदा प्रपत्र के तकनीकी बिड के साथ संलग्न करना अनिवार्य होगा जिसके अभाव में निविदा अस्वीकार कर दी जाएगी। भरे हुए निविदा प्रपत्र के तकनीकी बिड के साथ पत्येक निविदा हेतु अर्नेस्ट मनी के रूप में रु० 100000/- (रु० एक लाख मात्र) का राष्ट्रीयकृत बैंक का डिमाण्ड ड्राफ्ट जो निदेशक, पशुपालन विभाग, उत्तर प्रदेश, लखनऊ के पक्ष में बन्धक हो, संलग्न करना अनिवार्य होगा, जिसके अभाव में निविदा पर कोई विचार नहीं किया जाएगा। विलम्ब से अथवा डाक/कोरियर से प्राप्त निविदा स्वीकार नहीं की जाएगी। उपरोक्तानुसार निर्धारित नियत तिथि एवं समय तक निविदा बाक्स के माध्यम से इस कार्यालय में जमा/प्राप्त निविदाओं को उपरोक्त तालिका में अंकित तिथि एवं समय पर निविदादाताओं के उपस्थित प्रतिनिधियों (जो उपस्थित होना चाहे) के समक्ष कय समिति द्वारा खोला जाएगा।

(रुद्र प्रताप)
निदेशक

OFFICE OF ANIMAL HUSBANDRY
Gokaran Nath Road,
Badshah Bagh, Lucknow – 226007

Tender Schedule

Date of Submission of Tender	Date 06-08-2013 Upto 2:00 P.M.
Date and time of opening of Tender	Date 06-08-2013 at 3:30 P.M.
Place of Opening of Tender	Directorate of Animal Husbandry Uttar Pradesh, Lucknow
Address for communication	Director Department of Animal Husbandry Gokaran Nath Road, Badshah Bagh Lucknow - 226007

"Tender Document of supply of Manpower"

1. OBJECTIVES

The main objective for supply of Manpower Outsourcing Agency (herein referred as "Agency") is to fulfill human resource requirement. Hence, Tender is invited to sought from interested parties in the area of supplying so called manpower on contract basis of work at different institutions of ANIMAL HUSBANDRY LUCKNOW (UP) . The supply of human resources shall be in the core area like driver.

The deployment of manpower shall be at the request and requirement of ANIMAL HUSBANDRY - LUCKNOW (UP) & when basis and the manpower shall be deployed in 47 block head quarter of 07 Bundelkhand Region Districts (Detail enclosed)

The bidder shall be paid an administrative charge in percentage on cost to company (CTC) basis which will be decided by ANIMAL HUSBANDRY -LUCKNOW (UP) for each level of manpower based on the qualification, skill and experience requirement from time to time.

The support of manpower is required initially for one year which shall be basically for implementation of mobile A.I. units.

The decision of hiring of manpower will be the sole discretion of ANIMALHUSBANDRY - LUCKNOW (UP) management which may be through the agency or through other mode of hiring of manpower depending on the policy and requirement of ANIMAL HUSBANDRY - LUCKNOW (UP).

The empanelment of Agency will not attract any financial commitment from ANIMAL HUSBANDRY-LUCKNOW (UP) until the Manpower is actually deployed and used by the ANIMAL HUSBANDRY-LUCKNOW (UP).

2. BIDDING PROCEDURES

1. The Tender Document can be downloaded from ANIMAL HUSBANDRY - LUCKNOW's website <http://animalhusb.up.nic.in>
2. The prescribed tender document consists of (i) Technical Bid and (ii) Financial Bid, Both the bids shall be sealed separately in two different envelopes, super scribing "Technical Bid" and "Financial Bid", as the case may be, and be placed in separate single envelope duly sealed and super scribed "**Tender for supply of Manpower**" and to be submitted within the stipulated date and time.
3. The Technical Bid shall be accompanied with the cost of TENDER Document and Earnest Money Deposit (EMD) as mentioned, is payable through two separate Demand Drafts or Banker's Cheques drawn in favour of **Director, Animal Husbandry, Lucknow**, Payable at Lucknow
4. The EMD of unsuccessful bidders shall be refunded without interest within three months of the finalization of the tender. The EMD of successful bidder shall be

retained as a part of Security Deposit.

5. The successful Bidder shall submit a Performance Bank Guarantee for amount equivalent to 2% of the total value of the assignment or Rs. 1.00 Lakhs whichever is higher and shall be issued by any scheduled Bank valid for 3 months more than the contract period within 15 days after awardence of tender.
6. The offer should remain valid for minimum 1 year from the date of awarding of TENDER.
7. The TENDER Document includes formats of Technical bid and Financial bid. Photocopies of all the documents as mentioned in Technical Bid (Part-I) are to be enclosed. All the pages should be properly stamped, initialed by the authorized official and all pages should be serial numbered, placed and properly indexed. If the information written in the Technical bid mismatches with the information contained in the referred enclosure's page sheet of TENDER Proposal or no enclosures are attached or referred, then it will be considered as **NON-RESPONSIVE**.
8. The bidder should ensure the timely submission of TENDER documents
9. All the terms and conditions contained in this TENDER Document shall be acceptable to Bidder. No change in terms or conditions shall be accepted and the conditional offers may invite **non-consideration**

10 . ANIMAL HUSBANDRY - LUCKNOW (UP) reserves the right :-

- (a) To terminate the offer or Letter of Intent (LOI) or - agreement and to forfeit the EMD/ Security Deposit of the successful bidder on submission of false information/ mis-guidance/ non-acceptance or Non-compliance of offer in full or part at any stage.
- (b) To seek any clarification or verify the credentials or documents submitted by the Bidder, which are deemed to be necessary to decide this tender.
- (c) To accept or reject any or all offer(s) in part or full without assigning any reason thereof, before the award of the contract.
- (d) To reject the proposal if the bidder is directly or indirectly engaged in corrupt, fraudulent, collusive or coercive practices while competing the tender and to .blacklist the bidder for future transactions.

3. COST OF TENDER DOCUMENT

An amount of Rs. 500/- (Rupees Five Hundred only) may be deposited in the form of Demand Draft in favour of **Director, Animal Husbandry,U.P. Lucknow** along with Technical Bid towards the cost of downloaded TENDER Document, is non - refundable.

4. SECURITY DEPOSIT:-

Successful Agency/Company shall deposit security money @ 10% of contract value in shape of Bank Guarantee/FDR which will include the amount of Earnest money already deposited in shape of Demand Draft. The security deposit will not carry any interest. It is required to be deposited before the date of engagement. Failure to do, so shall entail cancellation of the letter of acceptance and forfeiture of earnest money

deposit. The refund of security deposit shall be subject to Director, ANIMAL HUSBANDRY - LUCKNOW (UP) had right to deduct/appropriate its dues against the Agency/Company under the contract or under any other earlier contract.

5. EARNEST MONEY DEPOSIT (EMD):-

An amount of Rs. 1,00,000/- (Rupees One Lakh Only) shall be deposited in the form of Demand Draft in favour of **Director, Animal Husbandry, U.P.,Lucknow,**

6. ELIGIBILITY CONDITION:-

A. Technical Bid (Part-I):-

The bidder must fulfill the following criteria failing which their offer will be liable to be summarily rejected.

- a. The bidders must be registered under the Provident Fund Act, ESI Act, Labour Act & Shop & Establishment Act (copies to be enclosed) etc , registration shall be 3 years old.
- b. The bidders should be in the manpower outsourcing services since last Two(02) years. Documents in support of this to be provided.
- c. The bidders must have executed at least one order/ contract consisting of supply or outsourcing of manpower during the last Two financial years.
- d. The bidders must be registered under the service tax act and bidders will furnish the copy of registration certificate.
- e. The Bidder will provide Income Tax clearance certificate with PAN/TAN of firm.
- f. The bidders will follow the Labour Rules of U.P. Government as applicable.

7. FINANCIAL BID(Part-II)

The bidders should quote the wages and other charges .as a percentage on CTC. Taxes, if any, are to be paid as per the rule.

8. SCOPE OF WORK, TERMS & CONDITIONS FOR MAN POWER OUTSOURCING AGENCY: - The manpower Agency shall:-

- 1) Provide details of the persons deployed by the Agency with Bio-data, attested proof of identity, photocopy of driving license (in case of driver) and the latest photographs of all persons shall be supplied to ANIMAL HUSBANDRY - LUCKNOW (UP) office for record.
- 2) Deploy the selected candidates duly interviewed jointly by the officials of ANIMAL HUSBANDRY - LUCKNOW (UP) and Manpower agency which shall generally be in the office of ANIMAL HUSBANDRY - LUCKNOW (UP) and will post the "Selected Candidates" to this office immediately.
- 3) Replace such deployed employee immediately if any complain or request is lodged in writing or through e-mail or is brought to the knowledge to the Agency, which may be like (i) any complain with regard to job performance; integrity etc., (ii) any unauthorized absenteeism reported for more than seven days or [iii] any disobedience of order issued verbally or in written by this office or [iv] Any refusal of work or [v] with a request of change without any reason.
- 4) Obtain license, permit, consent, sanction etc., as may be required or called for from/ by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations 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 ANIMAL HUSBANDRY - LUCKNOW (UP), whatsoever it may be.
- 5) Pay and comply the statutory liabilities for the persons engaged or deployed with ANIMALHUSBANDRY - LUCKNOW (UP) which shall be the CTC agreed or the minimum wages as approved under Minimum Wages

Act, whichever is higher.

- 6) Ensure that in case any personnel of the Agency is 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 ANIMAL HUSBANDRY - LUCKNOW (UP), it shall be 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 ANIMAL HUSBANDRY - LUCKNOW (UP). In case ANIMAL HUSBANDRY - LUCKNOW (UP) 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 of 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 ANIMAL HUSBANDRY - LUCKNOW (UP).
- 7) In the event of any accident, and/or injury, in respect of which compensation may be come payable under the Workman's Compensation Act - VIII of 1923 including all amendments thereof, Director, ANIMAL HUSBANDRY LUCKNOW (UP) shall have 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, the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Director of ANIMAL USBANDRY - LUCKNOW (UP) shall be final in regard to the all matters arising under the clause.
- 8) The Director, ANIMAL HUSBANDRY - LUCKNOW (UP) shall be the sole authority to decide and judge the quality of service rendered by the Agency and all other matters and his/ her decision shall be final and binding.
- 9) At the end of the Contract Period/ Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by ANIMAL HUSBANDRY - LUCKNOW (UP) without any hindrance. In case of non-compliance, the Security Deposit shall be forfeited and due legal action will be taken.
- 10) Ensure the proper conduct of his personnel in office premises, and enforce prohibition on consumption of alcoholic drinks, pan, smoking, loitering without work.
- 11) Not make any advertisement using the name, address and business of this office for seeking the applications for appointment purposes. Further, Agency shall ensure that no security deposit or no undue charges should be collected from any person in the name of giving employment to this office. If such things are brought to notice to this office, the empanelment shall be cancelled if proved so.
- 12) Make a suitable provision in agreement to be entered with the outsourced employee who shall be deputed to this office, which shall make clear **that selected candidate shall not make any claim of employment, pay, perks and other facilities admissible to casual, adhoc, regular /confirmed employees of this office during the contract or after expiry of the contract.**
- 13) Depute a coordinator for the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 14) The agreement can be terminated as (a) The contract shall automatically expire after one year from commencement of the contract unless extended further by this office (b)The contract may be extended, on the same terms and conditions, for a further period not exceeding one year and (c) In case of termination of this contract on its expiry or otherwise, the persons deployed by the bidder shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office.
- 15) In case of pre-mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.

9. DEDUCTION:-

In the event of failure/inability to provide Manpower as per requirement and time frame, Director, ANIMAL HUSBANDRY - LUCKNOW (UP) may deduct up to 20% of the EMD/ Security.

10. ARBITRATION:-

If any dispute arises between parties, the Director, ANIMAL HUSBANDRY-LUCKNOW (UP) shall be the sole arbitrator and his decision shall be final and binding upon the parties. The payers will deduct income tax @ 2% at the time of payment or rate prevailing at the time of payment.

11. RIGHT TO CANCEL THE CONTRACT-

ANIMAL HUSBANDRY - LUCKNOW (UP) at their option, without prejudice to their rights, here under, may cancel the order at any time by giving 30 days simple written notice in case the Agency/Company does not comply with its obligations under this contract and more especially in case any of the following circumstances occur.

- i) Unjustified interruption of services.
- ii) Errors, negligence, insufficiencies in deployment, shortfall in deployment or other similar circumstances attributable to the Agency/ company.

12. That after the award on work any person whom the Agency/Company engages, the Agency/Company must submit an affidavit of the person in which the said person gives an undertaking that he will not claim any employment in ANIMAL HUSBANDRY - LUCKNOW (UP) by virtue of his engagement through the Agency/Company.

Director

ANIMAL HUSBANDRY - LUCKNOW (UP)

District-Wise Number of Blocks in Bundelkhand Region

S.No.	Name of District	Number of block
1.	Jhansi	8
2.	Jalaun	9
3.	Lalitpur	6
4.	Banda	8
5.	Chitrakoot	5
6.	Hamirpur	7
7.	Mahoba	4
Total		47

TECHNICAL BID (Part-I)
(For Manpower Outsourcing Services)

SI.	Parameter	To be filled up by the Bidder	Remark
01	Name of the Agency/ Bidder with address, telephone, fax no. & name of the Principal Officer		
02	The Agency/Bidder/Firm shall registered under:- -PF Act, - ESI Act, - Labour Act -Shop & Establishment Act. & Sufficient employees on its rolls. Necessary Documents should be enclosed.		
03	Firm shall provide income tax Permanent Number/ Latest Income Tax Clearance Certificate of the Agency maybe provided.(Copy to be enclosed) and also submit the Service-tax Details(Copies to be enclosed)		
04	Cost of the TENDER Document (Bank Draft/Cash Receipt of Rs. 500/-)		
05	Details of Earnest Money Deposit Demand Draft number with Bank details for an amount of Rs.1.00 Lakh.(Rs. One Lakh Only)		
06	Bidder must have Three years old registration.(Copies to be enclosed)		
07	The bidders should be in the manpower outsourcing services since last Two (02) years in Government Sector. The bidders must have executed atleast one order/ contract since the last Two financial years. Documents in support of this to be provided.		

Date: -

Signature of the Agency/ Bidder with seal

FINANCIAL BID (Part-II)
(For manpower outsourcing services)

Sl.	Particulars	To be filled by the Bidder	
01	Name of the Bidders/Agency wit address		
02	Detail of Wages Structure & CTC (Cost to Company), the bidder will claim as Administrative charges etc.	Particulars	Monthly Wage Rate (In Rs.)
		Wages	
		E.P.F.	
		E.S.I.	
		Other Taxes as Applicable	
		Other Charges	
		Total	

Date: -

Signature of the Agency/ Bidder with seal