

Request for Bid (RFB)

For

“HIRING OF AGENCY TO SUPPLY VARIOUS CATEGORIES OF MANPWOER”.

Tender No: BRLPS/Proc/148/14/87680

Dated: 24-04-2023

Bihar Rural Livelihoods Promotion Society (BRLPS)

3rd Floor, Annexe-II, Vidyut Bhawan

Bailey Road, Patna-800021

Table of Contents

DISCLAIMER.....	4
Abbreviation	5
Definition.....	6
Section 1: INVITATION OF BID.....	7
A. Bid Details.....	8
B. Important Dates	9
C. E-tendering process related instruction.....	10
Section 2: BACKGROUND INFORMATION	11
Section 3: INSTRUCTION TO BIDDERS.....	12
3.1 General	12
3.2 Compliant Proposal / Completeness of Response	12
3.3 Pre-Bid Conference & Clarification	12
3.4 Response to Pre-bid Queries and Issue of Corrigendum.....	12
3.5 Amendment of Bid Documents.....	13
3.6 Right to Terminate the Tender Process	13
3.7 Bid security i.e. Earnest Money Deposit (EMD)	13
3.8 RFB Document Fees.....	13
3.9 Performance Bank Guarantee (PBG).....	13
3.10 Authentication of Bids	14
3.11 Language.....	14
3.12 Bid Validity.....	14
3.13 Consortium & Sub-Contracting Conditions.....	14
3.14 Rights to Terminate the Process.....	14
Section 4: SCOPE OF WORK.....	15
4.1 Overall Scope of Work	Error! Bookmark not defined.
4.2 Deliverable	Error! Bookmark not defined.
4.3 Manpower Requirement	Error! Bookmark not defined.
4.4 Roles, Responsibilities' & Qualification.....	Error! Bookmark not defined.
Section 5: SELECTION OF BIDDER AND EVALUATION OF BID.....	17
5.1 Criteria for Evaluation.....	17
5.1.1 Pre – Qualification / Eligibility criteria	Error! Bookmark not defined.
5.2 Technical Evaluation	Error! Bookmark not defined.
5.2.1 Technical Qualification criteria.....	18
5.3 Financial Evaluation	19
Section 6: Payment Terms & Penalty matrix.....	20
6.1 Payment terms	20

6.2 Penalty matrix..... **Error! Bookmark not defined.**

Section 7: Special Terms and Conditions of the Tender 20

7.1 Right of Selection/Rejection Any/All Proposal(s)20

7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s).....20

7.3 Notification of Award20

7.4 Contract Finalization and Award20

7.5 Signing of Contract20

7.6 Failure to Agree with the Terms and Conditions of the RFB.....20

7.7 Taxes and Duties21

7.8 Extension of Services.....21

7.9 Dispute Resolution & Arbitration21

7.10 Right to Terminate the Process.....21

7.11 Force Majeure21

7.12 Intellectual Property Rights22

7.13 Exit Management22

7.14 Termination22

7.14.1 Termination for Default.....22

7.14.2 Bankruptcy and Insolvency22

7.14.3 Termination by parties.....22

7.15 Forfeiture of EMD.....23

Section 8: ANNEXURE 24

Form 1: Bid Cover Letter24

Form 2: Bidder’s Information25

Form 3: Project Citation Format **Error! Bookmark not defined.**

Form 4: Bidder’s Annual turnover over last 3 financial years..... **Error! Bookmark not defined.**

Form 5: Declaration on Employee Strength..... **Error! Bookmark not defined.**

Form 6: Curriculum Vitae (CV) of Key Personnel **Error! Bookmark not defined.**

Form 7: Financial Proposal – Standard Forms26



DISCLAIMER

All information contained in this Request for Bid (RFB) is provided/clarified in good interest and faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFB document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquire and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFB document is complete in all respects and firms submitting their bids are satisfied that the RFB document is complete in all respects.

BRLPS, Patna reserves the right to reject any or all of the tenders submitted in response to this RFB document at any stage without assigning any reasons whatsoever. BRLPS also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFB. BRLPS reserves the right to change/modify/amend any or all the provisions of this RFB document without assigning any reason. Any such change would be published on BRLPS website – www.brlps.in and <https://eproc2.bihar.gov.in>. Neither BRLPS nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFB document, any matter deemed to form part of this RFB document, the award of the Assignment, the information and any other information supplied by or on behalf of BRLPS or their employees and Prime Bidder/Consortium or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFB process belongs to BRLPS shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Abbreviation

Particulars	Details
RFBB	Request for Bid
BG	Bank Guarantee
EMD	Earnest Money Deposit
RTI	Right To Information
PAN	Permanent Account Number
TQ	Technical Qualification
BRLPS	Bihar Rural Livelihoods Promotion Society

Definition

#	Term	Definition
1.	Agreement/ Contract	The Agreement entered between the BRLPS and the Agency including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto.
2.	Bid/Proposal	Offer by the Bidder to fulfill the requirement of the Client under the RFB / Contract for an agreed price. It shall be a comprehensive technical and financial response to the Tender.
3.	Deliverable	Services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFB and includes all documents related to EPF, ESI, GST etc.
4.	Performance Security	Unconditional guarantee provided by the Bidder from a Nationalized Bank in favor of Bihar Rural Livelihoods Promotion Society for 10% of the Contract value.
5.	Project Implementation	Project Implementation as per the criteria prescribed by BRLPS;
6.	Request for Bid/ Tender Document	Written solicitation that conveys to the Bidder, requirements for services that the BRLPS intends to buy and implement.
7.	Selected bidder	The bidder who is qualified & successful in the bidding process.
8.	Service Provider	The successful bidder with whom contract for providing service has been made.

Section 1: INVITATION OF BID

Competitive Bidding for Hiring an agency for supply of various categories of Manpower to BRLPS as per the following details:

SN.	Type of Manpower	Tentative Number of required manpower	Place of deployment
1.	Receptionist/Computer Operator/Clerk	08	BRLPS Offices, Patna
2.	Office Boy	13	
3.	Guard	14	
4.	Driver	03	

Bihar Rural Livelihoods Promotion Society (BRLPS) under Department of Rural Development, Bihar invites responses ("Tenders") to this Request for Bid ("RFB") for Selection of Agency ("Bidders") for providing various categories of Manpower,

1. Any contract that may result from this procurement competition will be issued for a provisional term of one year.
2. This contract will be initially for one year from date of signing of contract and BRLPS reserves the right to extend the Term for a period of up to one year at a time with a maximum of two or more years. Such extension shall be on the same terms and conditions (except wages) between BRLPS and bidder.
3. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. <https://eproc2.bihar.gov.in> will not allow submission of bid after deadline specified in the bidding document.
4. This document should be downloaded and submitted online via e-Procurement portal only (<https://eproc2.bihar.gov.in>.)
5. In the event of the date specified for receipt and opening of bid being declared as a holiday for BRLPS office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
6. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFB documents. Failure to furnish all information required as mentioned in the RFB document or submission of a proposal not substantially responsive to the RFB documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security (EMD).

A. Bid Details

#	Particulars	Details
1	Bid Reference No.	BRLPS/Proc/148/14/87680 Date: 24-04-2023
2	Tender Processing Fee.	INR 590/-(non-refundable) inclusive of GST @18% through e-payment mode i.e. NEFT/ RTGS/ Credit Card / Debit Card on https://eproc2.bihar.gov.in
3	Cost of Bid Document.	INR 2,000/- (INR Two Thousand only) to be paid through e-Payment mode (NEFT / RTGS, Net Banking, Credit / Debit Card) only through e-Procurement portal. Cost of Bid Document is non-refundable.
4	Earnest Money Deposit (EMD).	INR 5,00,000 /- (INR Five Lakhs Only)
5	EMD Validity Period.	180 days from the date of Bid Submission.
6	EMD submission.	To be paid through e-Payment mode (NEFT / RTGS, Net Banking, Credit / Debit Card) only through e-Procurement portal.
7	Bid Validity Period.	180 days from the date of opening of bid.
8	Value of Performance Bank Guarantee (PBG).	Demand Draft or Bank Guarantee of 10% Contract value to be submitted by successful bidder before signing the Agreement.
9	All requisite PBG Payable at Patna in favour of	Bihar Rural Livelihoods Promotion Society
10	Performance Bank Guarantee validity.	6 Months beyond the contract period.
11	Method of Selection.	Least Cost Selection (LCS)
12	Source of downloading Tender Document, Corrigendum, addendums etc.	https://eproc2.bihar.gov.in . Corrigendum and Addendum can also be seen at www.brpls.in . Bidding document is also available on www.brpls.in for reference purpose only.

B. Important Dates

#	Particulars	Date and time
1	Start of online sale / download date of Tender Document / RPB.	24-04-2023
2	Last date of submit Pre-bid queries to <i>Email Id- proc.sp@brlp.in</i>	03-05-2023
3	Schedule of Pre-bid meeting at BRLPS Office.	04-05-2023 (03.30 PM)
4	Closing date & time for uploading scanned document of Technical & Financial Bid.	15-05-2023 (04.00 PM)
5	Payment of Tender Document Cost & Earnest Money Deposit (EMD).	Payment is to be made at https://eproc2.bihar.gov.in
6	Due date and time for online opening of Technical Bid.	15-05-2023 (04.30 PM)
7	Due date and time for opening of Financial Bid (Only for those Bidders who will qualify the scrutiny of the Technical Bids).	To be notified later.
8	Contact Person / Nodal Officer for queries: Procurement Specialist, BRLPS	
9	Tender Inviting Authority.	Chief Executive Officer cum Mission Director

C. E-tendering process related instruction

The bidder shall submit his response through Bid submission to the tender on e-Procurement portal at eproc2.bihar.gov.in by the procedure given below:

1. The bidder shall submit his bid/tender on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in>.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in <https://eproc2.bihar.gov.in> at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the <https://eproc2.bihar.gov.in>. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-form otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through **e-Payment** mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only at <https://eproc2.bihar.gov.in>
6. Cost of RFB/ Form Fee to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only at <https://eproc2.bihar.gov.in>
7. "Earnest Money Deposit (EMD) to be paid either through online mode or manual mode (BG). In case of manual mode of payment of EMD, the original hard copy of EMD i.e., BG that should be submitted in the tendering authority on or before the tender closing date" and scanned copy of same should be uploaded on e-Proc. portal.

Note:"Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFB. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website and BRLPS Website only.
10. For support related to e-tendering process, bidders may contact at the mentioned below:

Toll Free Number: 1800 572 6571

Email Id: eproc2support@bihar.gov.in

Section 2: BACKGROUND INFORMATION

Bihar Rural Livelihoods Promotion Society, (BRLPS) an autonomous body under the Department of Rural Development, Govt. of Bihar has been designated as State Rural Livelihoods Mission under overall Framework of National Rural Livelihoods Mission to scale up the JEEViKA model of poverty alleviation through-out the state of Bihar in a phased manner. SRLM has been mandated to enable rural poor and poorest of the poor families of Bihar to come out of poverty with enhanced quality of life through mobilizing poor families into self-reliant institutions and promoting sustainable livelihoods as well as strengthening service delivery mechanism.

Section 3: INSTRUCTION TO BIDDERS

3.1 General

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.

All information supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by the BRLPS based on this RFB.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BRLPS. BRLPS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BRLPS.

This RFB supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposal / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFB documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFB document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFB;
- Follow the format of this RFB and respond to each element in the order as set out in this RFB.
- Comply with all requirements as set out within this RFB.

3.3 Pre-Bid Conference & Clarification

BRLPS shall hold a pre-bid meeting with the prospective bidders on the mentioned date at office of BRLPS. Bidder will have to ensure that their queries for Pre-Bid meeting should reach in the format mentioned below to email id: proc.sp@brlps.in as per the date and time mentioned in the schedule of Important Dates only in editable excel format.

The responses will be transmitted to the prospective bidders through <https://eproc2.bihar.gov.in> and www.brlps.in. However, it will be bidder's responsibility that they collect all responses. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the following format in editable excels.

For each bidder, maximum of two representatives are allowed. The representatives should be employees of the Bidding Company.

#	Section	Page Number(s)	Content of RFB requiring Clarification(s)	Points of clarification	Suggested Clause (if any)
1.					
2.					

BRLPS shall not be responsible for ensuring that the bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the BRLPS.

3.4 Response to Pre-bid Queries and Issue of Corrigendum

- BRLPS will endeavour to provide timely response to all queries. BRLPS does not undertake to answer all the queries that have been posed by the bidders. The responses to the queries from bidders will be known to all bidders.
- At any time prior to the last date for receipt of bids, BRLPS may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the www.brlps.in and eproc2.bihar.gov.in.

- Any such corrigendum shall be deemed to be incorporated into this Tender Document.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BRLPS may, at its discretion, extend the last date for the receipt of Bid.

3.5 Amendment of Bid Documents

At any time, prior to the date of online submission of Bids, BRLPS may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

- The amendments shall be notified on BRLPS website and these amendments will be binding. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) available at eproc2.bihar.gov.in and BRLPS website will be applicable to all bidders in case of any discrepancy.
- In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, BRLPS may, at his discretion, extend the deadline for the submission of bids suitably.

3.6 Right to Terminate the Tender Process

- BRLPS may terminate the bid process at any time and without assigning any reason. BRLPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This bid does not constitute an offer by BRLPS. The Bidder's participation in this process may result in office of BRLPS selecting the Bidder to engage in further discussions and negotiations towards the execution of contract. The commencements of such negotiations do not, however, signify a commitment by BRLPS to execute a contract or to continue negotiations. BRLPS may terminate negotiations at any time without assigning any reason. If the negotiation with L1 agency fails, BRLPS may negotiation with L2, L3 bidder and so on L1 rate.

3.7 Bid security i.e. Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of INR 5, 00,000/- (INR Five Lakhs only), paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card). No interest shall be payable on Bid Security under any circumstance.

- EMD of all unselected bidders would be refunded by BRLPS within sixty (60) days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above of selected bidder would be returned upon submission of Performance Bank Guarantee.
- The selected bidder's Bid security shall be discharged upon the Bidder submitting the performance security and signing the Agreement.
- The EMD amount is interest free and will be refundable to the unselected bidders without any accrued interest on it.
- The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- The EMD may be forfeited:
 1. If a bidder withdraws its bid during the period of bid validity.
 2. In case of a selected bidder, if the bidder fails to sign the contract in accordance with this RFB.

3.8 RFB Document Fees

RFB document can be downloaded online via e-Proc portal (<https://eproc2.bihar.gov.in>) and INR 2000/- (INR Two Thousand only) paid through **e-Payment** mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only. Proposals received without adequate documents, TPF, RFB Document fees/form fee and EMD shall be rejected.

3.9 Performance Bank Guarantee (PBG)

1. The successful bidders must deposit PBG deposit within ten (10) working days from the date of receipt of Lol.
2. Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized /Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.

3. The performance guarantee will be denominated in the currency of the contract and shall be in the form of bank guarantee and shall be in the favour of “Bihar Rural Livelihoods Promotion Society, Patna, Bihar”.
4. This performance bank guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee will be borne by the bidder.
5. The performance Bank Guarantee will be valid till the end of six months after the completion of the contract with successful bidder subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
6. The Performance Bank Guarantee may be discharged/ returned by the BRLPS upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
7. In the event of the Bidder being unable to service the contract for whatever reason, BRLPS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BRLPS under the contract in the matter, the proceeds of the PBG shall be payable to BRLPS as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. BRLPS shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.
8. BRLPS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
9. No Interest will be paid to successful bidder on the security Deposit.

3.10 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

3.11 Language

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English (except Hindi), translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall be governed.

3.12 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

3.13 Consortium & Sub-Contracting Conditions

Consortium & Sub-Contracting is not allowed in this bid.

3.14 Rights to Terminate the Process

- BRLPS may terminate the bid process at any time and without assigning any reason. BRLPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This bid does not constitute an offer by BRLPS. The Bidder's participation in this process may result in BRLPS selecting the Bidder to engage in further discussions and negotiations towards the execution of contract. The commencement of such negotiations does not, however, signify commitment by BRLPS to execute a contract or to continue negotiations. BRLPS may terminate negotiations at any time without assigning any reason.

Section 4: SCOPE OF WORK

1. That the service provider covenants that the manpower supplied will be equipped with necessary skills to carry out the required work.
2. That the manpower supplied by the service provider has to pass the test or interview which will be taken by the first party at SPMU (State Project Management Unit), Patna. The manpower will be based at SPMU, Patna. The service provider has to ensure that Receptionists, Drivers, Office Boys and Guards, once selected are to work at least for one year and in case of change for any reason, prior approval of the first party shall be taken.
3. If any of the above manpower remains absent from the duty for more than a week, the service provider will have to provide alternative manpower. All the required manpower should be medically fit, well discipline and have to follow BRLPS rules. The service provider will be responsible for the conduct of their personnel.
4. The responsibility lies with the service provider for and in respect of their employees concerning Minimum Wages Act, Workman Compensation Act, EPF, ESIC, GST and other labor laws.
5. That the service provider shall prepare a separate online challan for EPF and ESI at BRLPS office with respect to the employees provided by them on hiring basis to BRLPS.
6. Any other job not specifically mentioned but reasonably implied to be executed for satisfactory completion of job, in all respect shall have to be carried out by the personnel without any extra cost. Decision of BRLPS shall be final and binding in this regard.
7. If the service provider fails to do the job satisfactorily or is unable to complete the job, first party reserves the right to cancel the contract and forfeit the performance security.
8. The service provider is supposed to supply Receptionists/Computer Operator/Clerks, Drivers, Office Boys and Guards at a monthly rate. The payment shall be made on actual basis subject to the attendance of the deployed personnel.
9. The service provider must ensure payment to its employees within 03 days from the receipt of payment from the BRLPS. The payment is to be made in their Aadhaar Linked Bank Accounts through RTGS.
10. That the number of supplied manpower may be increased or decreased or transferred within BRLPS offices as per the requirement of BRLPS.
11. The service provider will complete all the formalities of EPF and ESIC of the deployed employees within one month from the date of signing of the contract.
12. That the monthly hiring charges shall be reimbursed within 15th day of following month after submission of bills along with separate challan (self-certified photocopies) of EPF and ESIC with payment proof.
13. That the second party covenants that it shall maintain all confidentiality with regard to the information gathered during job and agrees that under no circumstances, will pass or disclose the information to any outside agency/person in any form.
14. That it is agreed to by the parties that the agreement shall be effective from the date mentioned in the signed contract/letter of acceptance and shall initially be for a period of ONE YEAR which may further be extended up to 02 years or more depending upon the need and performance of the agency/personnel deployed by the agency and mutual consent of the parties.
15. That the second party shall supply Receptionists/Computer Operator/Clerks, Drivers, Office Boys and Guards from the date mentioned in the contract agreement/letter of acceptance, failing which the second party has to pay the penalty of Rs. 100.00 per day which will be deducted from the bill/performance security.
16. That if the second party fails to comply with any of the clauses of the default, it may warrant termination of the contract.
17. That the first party reserves the right to delete or add any locations during the period of contract within Patna.
18. Both the parties can terminate the contract agreement by giving three month's written notice in writing. In case of unsatisfactory performance of the second party by irregular deposit of statutory liabilities and unsatisfactory service of the deployed personnel, the agreement can be terminated by giving two notices within the gap of 15 days by the first party with forfeiture of performance security and unpaid bill/s.
19. The first party reserves the right to change the office locations at any time without assigning any reason.
20. That the performance security will be invoked in case of any loss incurred by the first party due to negligence of its deployed personnel.
21. Selected staffs of the service provider will be posted at BRLP's SPMU offices, Patna.
22. The office hour will be 10am to 6pm. However, in case of duty for more than 8 hours and on holidays,

payment shall be made on hourly and daily basis respectively as per the Minimum Wages Act, Govt. of Bihar.

23. All the required manpower should be medically fit, well disciplined, and have to follow BRLPS rules.
24. The responsibility lies with the bidder for and in respect of employees concerning Bihar Minimum wages Act, Workman Compensation Act and other Labor Laws.
25. Any other jobs not specifically mentioned but reasonably implied to be executed for satisfactory completion of Job in all the respect shall have to be carried out by the personnel without any extra cost. Decision of BRLPS shall be final and binding in this regard.
26. The service provider will be responsible for the conduct of their personnel.
27. If the bidder fails to do the jobs satisfactorily or is unable to complete the job, BRLPS reserves the right to cancel the Contract and forfeit the performance security without assigning any reason.
28. The supplier manpower should have the following minimum qualifications

Sl. No	Description items	Qualification / Specifications
1.	Receptionist / Computer Operator	<ol style="list-style-type: none"> 1. Should be a Graduate. 2. Should be able to use computer (MS Office). 3. Should know the Internet and Email. 4. Persons having experience in externally aided projects will be given preference.
2.	Office Boy	<ol style="list-style-type: none"> 1. Should be able to read-write Hindi. 2. Knowledge of handling photocopier & fax etc. 3. He should also know the cycling. 4. He should also know the works at Bank and other offices. 5. Capable of making drafts. 6. Persons having experience in externally aided projects will be given preference.
3.	Guard	<ol style="list-style-type: none"> 1. Should be able to read-write Hindi. 2. Should be well versed with the security needs. 3. Ex-Servicemen will be given preference.
4.	Driver	<ol style="list-style-type: none"> 1. Should have minimum two years' experience of driving in similar organization/s. 2. Persons having experience in externally aided projects will be given preference.

Section 5: SELECTION OF BIDDER AND EVALUATION OF BID

- The BRLPS shall open the bids online (Technical and Financial separately) in the presence of bidders or their authorized representatives who choose to attend. The bidder's representative, who is present, shall sign an attendance sheet. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- BRLPS reserves the rights to postpone or cancel a scheduled Bid opening.
- The Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process.

5.1 Criteria for Evaluation

5.1.1 Technical Evaluation Parameters

- Procurement Committee will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders and shall evaluate the same as per the evaluation criteria specified in this RFB.
- The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFB. A minimum of **70 marks** should be scored in the technical proposal for the bid to be declared technically qualified. For all technically qualified bidders the financial bids will be opened for further evaluation.
- The Technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score (ST)
- Based on the technical evaluation, the Financial Bids of only the technically qualified bidders shall be opened by the Procurement Committee. The Financial evaluation will take into account the information supplied by the Bidders in the Financial Proposal and shall evaluate the same as per the evaluation criteria specified in this RFB.
- Following are the parameters that will be evaluated in a technical bid:
 - a)** To qualify the Technical Bid Evaluation the bidder must confirm to all the requirements stated in the RFB document
 - b)** Financial bids of only those bidders will be opened whose technical bid complies with the requirements mentioned in the RFB document.
 - c)** **A Technical Score of Seventy (70) marks or above will be declared as technically qualified.** The technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score (ST) score.

5.2.1 Technical Qualification criteria

#	Criteria	Evidence Required	Maximum Marks
Consultant Firm's Experience			
1.	<p>The bidder should be an established manpower supply company and should have been in operation for a period of at least 5 years as on 31st March 2022.</p> <p><i>Certificate of Incorporation with Memorandum of Association (wherever applicable)</i> <i>Registration for GST</i> <i>EPF Registration with up to date deposited Challan with payment slip</i> <i>ESI Registration with up to date deposited challan with payment slip</i></p>	<ul style="list-style-type: none"> • Certificate of Incorporation with Memorandum of Association (wherever applicable) • Registration for GST • EPF Registration with up-to-date deposited Challan with payment slip • ESI Registration with up-to-date deposited challan with payment slip 	10
2.	<p>Agency should have minimum Annual Average Turnover of Rs. 5.0 Cr. in the last three financial years i.e. 2019-20, 2020-21 & 2021-22.</p> <p>Up to 5.0 crore = 05 marks More than 5.0 crore = 10 marks</p>	Photocopy of audited financial statements of accounts (P/L Account & Balance Sheet/Certificate from Chartered Accountant	10
3.	The bidder should have an office in Bihar.	Registration under Shops & Establishment mentioning the address in Bihar should be submitted/lease agreement in the name of agency.	10
4.	<p>The bidder should have similar experience of working in at least three govt. organizations/projects/ Externally Aided Projects/Public Sector Undertakings/Banks wherein one single contract should not be less than 50.00 lakh value.</p> <ul style="list-style-type: none"> • 1 project: 10 Marks • 2 projects: 20 Marks • 3 projects: 30 Marks • More than 3 projects: 40 Marks 	Work order + completion certificate from the client	40

#	Criteria	Evidence Required	Maximum Marks
5.	Bidder should have a Labour License under Contract Labour (Regulation and Abolition) Act-1970 issued by Govt. of India.	Signed photocopy of valid license should be attached.	05
6.	The bidder should have a valid license under Private Security Agencies (Regulation) Act. For providing services in Bihar. It is mandatory for bidders to have a valid license under Private Security Agencies (Regulation) Act. Issued by Govt. of Bihar.	Signed photocopy of valid license	05
7.	The bidder should have ISO 9001:2015 or OHSAS 18001:2007/ISO 45001:2018 For ISO 9001:2015 or OHSAS 18001:2007/ ISO 45001:2018 certificate = 05 Marks For ISO 9001:2015 and OHSAS 18001:2007/ ISO 45001:2018 certificates = 10 Marks	Photocopy of certificate duly signed and stamped	10
8.	Bidder must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India/State Government	Notarized Undertaking should be submitted	10
Total Marks			100
NOTE: Minimum qualifying marks is 70.			

5.2 Financial Evaluation

- In the second stage, the financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, unqualified and unconditional.
- Bids having a quote of less or more than the prescribed service charges will be disqualified.
- The Financial bid price will be all inclusive and will include inter-alia incidentals like travel, stationery, telephone expenses.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services ('Bid Price'). Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- Any conditionality included in the financial bid will lead to summary disqualification of the entire bid
- Evaluation will be done based on least cost. In case of tie in the minimum quoted rate, lottery system will be adopted among bidders quoting the same rate for finalization of the award of contract.
- The amount quoted by the bidder in the price schedule shall be considered upto 02 digits after decimal.

Section 6: Payment Terms

6.1 Payment terms

- Payment will be done on monthly basis within 21 days after submission of invoice and checking thereof.
- Successful bidder must submit payment proof (to the employees) of previous month with the current month bill.

Section 7: Special Terms and Conditions of the Tender

7.1 Right of Selection/Rejection Any/All Proposal(s)

BRLPS reserves all rights to reject any or all proposals, to waive any minor in-formalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the BRLPS. Selection of a Bidder solution shall not be construed as an award of contract, but as a commencement of contract negotiation, including but not limited to the contract price proposed.

7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

BRLPS reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BRLPS action.

7.3 Notification of Award

Prior to the expiration of the validity period, BRLPS will notify the selected bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BRLPS may like to request the bidders to extend the validity period of the bid. Bidders shall extend their bid validity as requested by BRLPS; BRLPS may reject proposal for the bidders who do not provide the bid validity extension upon request and BRLPS may forfeit the EMD for such cases.

The notification of award will constitute the formation of the contract. Upon the selected bidder's furnishing of Performance Bank Guarantee, BRLPS will notify unselected bidders through BRLPS website and return their EMD.

7.4 Contract Finalization and Award

BRLPS shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing. BRLPS may also like to reduce or increase the quantity of any manpower in the Scope of Work defined in the RFB.

7.5 Signing of Contract

After BRLPS notifies the selected bidder that its bid has been accepted and submission of PBG, BRLPS shall enter a contract, incorporating all clauses, pre-bid clarifications and the bid of the bidder between BRLPS and the selected bidder. The Draft Legal Agreement will be provided as a separate document by any one of the parties and must finalize and sign the contract within stipulated time period.

7.6 Failure to Agree with the Terms and Conditions of the RFB

If selected bidder does not agree with the Draft Legal Agreement and Terms & Conditions of the RFB shall constitute sufficient grounds for the annulment of the award, in which event BRLPS may award the contract to the next highest scoring bidder and so on or call for new proposals from the interested bidders.

In such a case, BRLPS shall invoke the EMD of the most responsive bidder.

7.7 Taxes and Duties

Applicable GST will be paid on the bill amount. All payments will be subjected to statutory deductions at source as applicable/required at the prevailing tax rates.

The decision of BRLPS in this regard will be final and binding and no disputes in this regard will be entertained. Any change in taxation structure by Government will be applicable bidirectional to both the parties.

7.8 Extension of Services

At the end of the services period, BRLPS may exercise its option to renew the contract with the Bidder on the same terms and conditions. In case of increase in wages, service charges quoted by the service provider shall remain the same.

7.9 Dispute Resolution & Arbitration

- BRLPS and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.
- Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved through the above-mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one-party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Rural Development Department. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. Any Arbitration proceedings will be held at Patna, Bihar

7.10 Right to Terminate the Process

- BRLPS may terminate the RFB process at any time and without assigning any reason. BRLPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFB does not constitute an offer by BRLPS. The bidder's participation in this process may result into BRLPS selecting the bidder to engage towards execution of the contract.

7.11 Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
3. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on BRLPS.
4. If a Force Majeure situation arises, the bidder shall promptly notify BRLPS in writing of such conditions and the cause thereof. Unless otherwise directed by BRLPS, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable

control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following: classes of events and circumstances and their effects.

6. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague.
 - Any event or circumstance of a nature analogous to any of the foregoing.
7. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy,
 - Blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
 - Strikes, work to rules, go-slows which are widespread, nation-wide, or state-wide and are of political nature.
 - Any event or circumstance of a nature analogous to any of the foregoing

7.12 Intellectual Property Rights

1. All pre-existing intellectual property rights of the bidder for the work performed under this RFB shall remain with bidder with all data and reports/attendance prepared during the engagement period will lie with successful bidder. Bidder may keep the data for project execution and future reference within the BRLPS only.

7.13 Exit Management

In the case of termination of the Agreement, the parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations before the expiry of the exit management period which will be decided by both the parties and Bidder Name will deliver all the information and knowledge out of this assignment to BRLPS or to any team as may be mutually agreed between Parties.

7.14 Termination

7.14.1 Termination for Default

If the Bidder fails to carry out the award / work order in terms of this RFB within the stipulated period or any extension thereof, as may be allowed by the BRLPS without any valid reasons acceptable BRLPS. BRLPS may terminate the contract after giving one month notice, and the decision of BRLPS in this regard shall be final and binding on the Bidder.

7.14.2 Bankruptcy and Insolvency

BRLPS can terminate the contract if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. BRLPS, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. BRLPS will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with BRLPS.

In the event of the breach of any terms of the agreement by the selected bidder, BRLPS shall be entitled to terminate this Agreement forthwith. The decision of BRLPS as to any breach shall be final and binding on the selected bidder after giving a reasonable time for clarification to the bidder.

7.14.3 Termination by parties

Any party can terminate the contract by giving three-month's advance written notice.

Note: In case of termination, the bidder will be entitled to get paid for the scope of work delivered till the date of exit/termination, in this case its deployment of resources.

7.15 Forfeiture of EMD

The EMD shall stand forfeited if:

- Submission of eligibility requirements containing false information or falsified documents.
- The bidder withdraws its offer before bid validity.
- The selected bidder, who's e-tender is accepted, fails or refuses to furnish the performance bank guarantee, or fails or refuses to execute the contract.

Section 8: ANNEXURE

Form 1: Bid Cover Letter

To:

**The Chief Executive Officer cum Mission Director,
Bihar Rural Livelihoods Promotion Society,
Annexe-II, Vidyut Bhawan,
Bailey Road, Patna – 800021.**

Sub: Hiring of Agency to supply various categories of Manpower.

Ref: RFB No:_____ **Dated:** DD/MM/YYYY

Dear Sir,

Having examined the RFB, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFB for Selection of Agency for providing various categories of Manpower.

We are here by enclosing our technical and financial bid as required in the RFB.

Dated this Day..... of 2023

(Signature)
(Name)

(In the capacity of)

Duly authorized to sign the tender response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

Form 2: Bidder's Information

Tender Ref.

Date: dd/mm/yyyy

To,

**The Chief Executive Officer cum Mission Director,
Bihar Rural Livelihoods Promotion Society,
Annexe-II, Vidyut Bhawan,
Bailey Road, Patna – 800021.**

#	Description	Details (to be filled by the responder to the RFB)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Details of Company's Registration (Please enclose copy of the company registration document)	
7.	Permanent Account Number (PAN)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Form 3: Financial Proposal – Standard Forms

Sr. No.	Particulars	Rate per month	Total Months	Cost	Taxes	Total cost
		A	B	C=(A*B)	D	C+D

Please do not fill rate here.
A separate sheet in Excel format is available on
<https://eproc2.bihar.gov.in>