

REQUEST FOR PROPOSAL (RFP)

FOR

"Empanelment of Manpower Placement Agency for providing services of Office Staff in the Office of Board of Revenue, Bihar, Patna"

BOARD OF REVENUE, BIHAR, PATNA, GOVERNMENT OF BIHAR

Ref: Board of Revenue, Bihar, Patna-Supply-Manpower-02-Estab (contract)

Address for communication:

Secretary, Board of Revenue, Bihar, Patna Old Secretariat, Patna- 800015, Bihar Email ID: boardofrevenuebihar@gmail.com

F.No.-Manpower-02-Estab (contract) - 02/2022

Dated:

TENDER FOR

Empanelment of Manpower Placement Agency for providing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) at Board of Revenue, Bihar, Patna.

Board of Revenue, Bihar, Patna Old Secretariat, Patna- 800015, Bihar

Annual cost of the tender document	Rs. 35 Lakhs
Earnest Money Deposit	Rs. 1 Lakhs
Performance Security Deposit	Rs. 5 Lakhs

The information provided by the bidders in response to this Tender Document will become the property of **Board of Revenue**, **Bihar**, **Patna** and will not be returned. **Board of Revenue**, **Bihar**, **Patna** reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. Any amendment/ addendum/ corrigendum shall be notified only on the website of **Board of Revenue**, **Bihar**, **Patna**.

NB: Any addendum/ corrigendum relating to this tender shall be notified on the website of **Board of Revenue**, **Bihar**, **Patna**.

CONTENTS OF BIDDING DOCUMENT

INDEX

SI.	Description	Section/	Page
No.		Annexure	no.
1.	INVITATION TO BIDDERS	Section-1	4
2.	RFP DATASHEET	Section-2	5
3.	SCOPE OF WORK AND GENERAL NSTRUCTIONS FOR TENDERERS	Section-3	6-8
4.	4. Terms and Conditions of Contract		9-14
5.	Schedule of Requirements (SRs)	Section-5	15-16
6.	6. Technical requirement and Bid Evaluation Criterion		17-19
7. JOB RESPONSIBILITIES OF MANPOWER TO BE DEPLOYED		Annexure-I	20-22
8.	8. Technical Bid Form		23-27
9.	Financial Bid Form	Annexure-III	28-29
10. Detail of Bank Account Form		Annexure-IV	30

SECTION - 1

SECTION - I: INVITATION TO BIDDERS

Board of Revenue, Government of Bihar (*Purchaser*) now invites sealed bids (**Two Bid System** i.e. Technical Bid and Financial Bid)from reputed, experienced and financially sound Manpower Placement Companies/ Firms/ Agencies (henceforth called Agency) for providing services of Office Staff (such as System Administrator, Network Administrator, **Programmer, Data Entry Operator, MTS etc**). The contract shall be initially for a period of one year from the date of award of the contract, which may be further extended upon satisfactory performance, for another period of one year on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement of **Board of Revenue**, **Bihar**, **Patna**.

- 1. The bid document is available on the website http://boardofrevenue.bihar.gov.in/ and can be freely downloaded by interested bidders and this would be final bid no addendum/amendment/corrigendum would be issue further.
- 2. Bidders interested to bid must submit a demand draft of INR 1,00,000/- (one lakh rupees only) as the EMD at the time of submission of their bid. The demand draft shall be in favor of "Secretary, Board of Revenue, Bihar, Patna", payable at Patna.

3. Bid Procedure

The Bidder should submit the proposal in two parts:

- A. Technical Bid
- B. Financial Bid
- i. Technical part should contain all such details as mentioned in the Bid Document and it should be kept in one envelop marked as "TECHNICAL BID".
- ii. Financial part should contain the financial bid inclusive of all admissible taxes, duties and levies etc. It should be kept in another envelop marked as "FINANCIAL BID" (annexure -.)
- iii. Both these separate sealed and superscripted envelops should then be sealed in a third envelop marked as "Empanelment of Manpower Placement Agency for providing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) at Board of Revenue, Bihar, Patna".
- iv. If both bids (Technical + Financial) are found in one envelope, those offers will be rejected.
- 4. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the office at the date and time indicated in Datasheet. Electronic bidding will not be permitted. Late bids will be rejected.
- 5. Bids will be publicly opened in the presence of Bidders' designated representatives who wish to attend at the address given above on the specified date and time.
- 6. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 7. The undersigned reserves the right to cancel any or all the bids without assigning any reason.

-sd-Secretary, Board of Revenue

SECTION - 2

SECTION - II: RFP DATASHEET

Following table brings out the dates for main events of the bidding process for this RFP. The Bidder should note that the Board of Revenue, Bihar, Patna reserves the right to change these dates without assigning any reason at any stage of the bidding process.

Sr.	Information	Details
1.	Name of the Assignment	Request for Proposal for "Empanelment of Manpower Placement Agency for providing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) at Board of Revenue, Bihar, Patna"
3.	Date of Publishing of RFP	April 8 th , 2022
4.	Pre Bid Meeting	April 18 th , 2022, 12.30 P.M
5.	Last Date and Time for Submission of Bids	April 28 th , 2022, 15.00 Hrs
6.	Bid Security	Rs. 1,00,000/- (one lakh rupees) Paid through DD, in favor of "Secretary, Board of Revenue, Bihar, Patna", payable at Patna.
7.	Validity period of Bid Security	90 Days
8.	Bid Validity period	90 Days
9.	Place, Date and Time of opening of Technical Bid	BOARD OF REVENUE, Old Secretariat, Patna- 800015, Bihar April 28th , 16.00 Hrs
10.	Address at which Bid is to be submitted	Secretary, Board Of Revenue, Bihar , Patna Old Secretariat, Patna- 800015, Bihar Email ID : boardofrevenuebihar@gmail.com

2.1. Clarification of RFP Documents

Bidders requiring clarifications on RFP documents may notify either by writing to purchaser's address or by sending in their queries through electronic mail to <u>boardofrevenuebihar@gmail.com</u>. Queries/clarifications required should reach Board of Revenue, Bihar, Patna three days prior to the Pre-Bid meeting date provided in RFP datasheet above. Purchaser will respond to queries/clarifications of the Bidders in writing by publishing the responses on its website. Purchaser will entertain any correspondence regarding delay or non-receipt of clarifications/queries. For clarifications, Bidder may contact Under Secretary, Board of Revenue, BIHAR, PATNA.

SECTION-3

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

The **Board of Revenue**, **Bihar**, **Patna**, Old Secretariat, Patna 80015 requires services of a reputed, experienced and financially sound Manpower Placement Company/ Firm/ Agency (henceforth called Agency) for providing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.). Other manpower requirement such as Finance Executives, Legal Executives, Accountants, etc. may also be added for providing under the contract with same service charges as well as terms & conditions, provided the agency has requisite experience, capacity and capability to provide such manpower.

- 1. The contract will be initially for a period of one year from the date of award of contract, which may be further extended upon satisfactory performance for another period of one year. The period of contract shall be further extended on the same terms & conditions or curtailed/ terminated at any time before expiry of contract period depending upon requirement of **Board of Revenue**, **Bihar**, **Patna**.
- 2. The actual requirement of services, in terms of number of manpower may increase or decrease during the currency of contract. The selected Agency would have to provide a panel of sufficient number of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.), as well as other professional manpower suchas Finance executives, Legal Executives, Accountants, etc. which may be subsequently added under the contract possessing the requisite qualification/ experience as prescribed herein or as may be notified from time to time, out of which Board of Revenue, Bihar, Patna would reserve the right to select or return the same for further submission depending on their suitability.
- 3. The <u>Earnest Money Deposit (EMD)</u> of **Rs 1 lakh/- (Rupees One Lakh Only)**, refundable (without interest) should be necessarily <u>kept in the sealed cover containing Technical Bid of the Agency</u> in the form of Demand Draft/ Pay Order drawn separately in favor of "Secretary Board of Revenue, Bihar, Patna, payable at Patna", failing which the tender shall be rejected summarily.
- 4. Various crucial dates/ time relating to "Tender for empanelment of Manpower Placement Agency for providing services of Office Staff (suchas System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) for working in, "Board of Revenue, Bihar, Patna, " are as under:

a.	Release of Tender on website of Board of Revenue, Bihar, Patna	
b.	Pre-Bid Conference	April 18 th at 12.30 P.M
с.	Clarification on the Pre-Bid Conference (to be posted on http://boardofrevenue.bihar.gov.in/	April 18 th at 5:00 P.M
d.	Last date and time for submission of Bids	April 28 th , 2022, 15.00Hrs
e.	Date and time for opening of Technical Bids	April 28 th , 2022, 16.00 Hrs
f.	Date and time for opening of Financial Bids of the technically qualified bidders	To be notified later

5. The exemption of Tender fee and EMD to NSIC registration certificates issued by MSME for providing services of manpower will be allowed as per the Govt. Policy.

6. Successful bidder will have to deposit Performance Security 5 lacs of Rs (five Lacs) <u>with</u> <u>seven (7) days</u> from the date of issue of LOA, in the form of Fixed Deposit Receipt (FDR) made in the name of the Agency but <u>hypothecated</u> to the / <u>Secretary Board of Revenue</u>, <u>Bihar</u>, <u>Patna</u>, or Bank Guarantee issued in favor of Secretary <u>Board of Revenue</u>, <u>Bihar</u>, <u>Patna</u>, covering two months in addition to the initial period of contract. On subsequent renewal/ extension of the contract, the FDR/BG shall accordingly be renewed by the Successful bidder for two months in addition to the extended contract period.

- 6. The tendering Agencies are required to enclose duly self-attested photocopies of the following documents <u>along with the Technical Bid</u>, failing which their bids shall be summarily/ out-rightly rejected and will not be considered for further evaluation. The original documents may be asked for verification from the shortlisted firm(s) after evaluation of the bid(s) :-
 - 1. Registration Certificate.
 - 2. Copy of PAN/GIR card.
 - 3. Copies of the EPF and ESI Certificates issued by the Competent Authority.
 - 4. Copies of the GST Registration Certificate issued by the Competent Authority.
 - 5. Proof of Annual Turnover of the firm for the last 3 years duly certified by a Chartered Accountant.
- 7. The agency should quote its financial bid with due care taking into all the expenses likely to be incurred on providing I-Card, etc. as Board of Revenue, Bihar, Patna, shall not entertain any separate bill for reimbursement on this account. Justification to the Financial Bid (service/admn charges quoted in the financial bid) in terms of the following must be attached failing which the bid shall not be evaluated: -
- a. Cost of all other facilities as stated in scope of work.
- 8. The bid shall be rejected, in the absence of proper financial justification of the quoted 'Service Charges' against full and proper justification of the item(s) as mentioned above.
- 9. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the **Board of Revenue, Bihar, Patna**, besides annulment of the contract and the agency become liable for blacklisting.
- 10. Conditional bids shall **not** be considered and will be summarily rejected in the very first instance.
- 11. A Pre-Bid conference would be held on **April** 18th, 2022 at 12.30 P.M in the office of the **Board of Revenue**, **Bihar**, **Patna**. The prospective bidders are welcome to attend the meeting for seeking clarification on any issue related to the tender documents. Interested Bidders seeking any clarification may participate in this conference. The written reply to these clarifications shall be posted on the website http://boardofrevenue.bihar.gov.in/ by 5 PM of April 18th 2022. No queries shall be entertained after this date.
- 12. The Technical Bid shall be opened on April 28th, 2022, at 16.00 Hrs and Financial Bids of technically qualified bidders shall be opened on the date to be notified later on **at Board of Revenue**, **Bihar**, **Patna** in the presence of the authorized representative of the Bidder (if any), who are present on the spot at that time.
- 13. The **Competent Authority** of the **Board of Revenue**, **Bihar**, **Patna** reserves the right to cancel any or all the bids without assigning any reason.
- 14. Technical Bid must be Indexed and page numbered.
- 15. <u>All the pages of the tender document must be signed and duly affixed with the rubber-stamp of the firm as an acceptance of all the terms & conditions contained therein, by an authorized signatory.</u>
- 16. In case the signatures are made by a person other than Proprietor or designated

Official of the firm an authority letter in his/her name must be attached in original.

- 17. The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.
- 18. In cases where the bidder has submitted "NIL" charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28th January 2014.

SECTION-4 Terms and Conditions of Contract

<u>General</u>

- 1. The Validity of the bid shall remain in force for 90 days from the day of opening of Financial Bids.
- 2. The contracting Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of **Board of Revenue**, **Bihar**, **Patna**.
- 3. The actual requirement of services and in turn the no. of staff, may increase or decrease during the currency of contract. The selected Agency would have to provide a panel of sufficient number of Office Staff (suchas System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.), as well as other professional manpower such as Finance executives, Legal Executives, Accountants, etc. which may be subsequently added under the contract possessing the requisite qualification/ experience out of which Board of Revenue, Bihar, Patna, reserve the right to select or return the same for further submission depending on their suitability.
- 4. The bidder shall be bound by the details furnished by him/ her to the **Board of Revenue**, **Bihar**, **Patna**, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be breach of terms of Contract making him/her liable for legal action besides termination of contract.
- 5. The **Board of Revenue**, **Bihar**, **Patna**, reserves the right to terminate the contract any time after giving thirty days' notice to the contracting agency.
- 6. Board of Revenue, Bihar, Patna may ask for documentary evidence in respect of payment of statutory liabilities as and when required.
- 7. Service provider will pay the remuneration fixed by **Board of Revenue**, **Bihar**, **Patna** to the Office Staff through RTGS/NEFT in their respective Bank accounts under intimation to **Board of Revenue**, **Bihar**, **Patna** on or before 7th of the succeeding month, without having any reference to the payment of preceding month.
- 8. Board of Revenue, Bihar, Patna, shall verify the actual payment of statutory payments periodically, and if not satisfied, shall with hold the payments due to the service provider in addition to other legal action.
- 9. Every outsourced staff shall be entitled to one day leave (in addition to public holidays) for each completed calendar month that can be accumulated up to the end of the calendar year, beyond which such leaves cannot be carried forward. The leave must be availed of with the prior approval of IT MANAGER and un-availed leaves shall not be eligible for encashment.
- 10. The outsourced staff shall be required to render services under the supervision of IT MANAGER of Board of Revenue, Bihar, Patna.
- 11. Agency should arrange to issue a laminated ID Card to each of the outsourced staff deployed at **Board of Revenue**, **Bihar**, **Patna**, (as per design approved by **Board of Revenue**, **Bihar**, **Patna**,), containing the photo of the deployed personnel along with other details such as Name, DOB, validity, type of engagement i.e. designation, Name of the Outsourcing agency, place of deployment, etc.

LIABILITIES, CONTROL ETC. OF THE PERSONNEL DEPLOYED

- 12. No outsourced staff shall have any financial or administrative powers, whatsoever. Their duties shall be to assist and carry out routine function as may be assigned by IT MANAGER. The outsourced staff so deployed shall comply with **Board of Revenue's** rules and regulations as may be in force or as amended from time to time.
- 13. All drawings, documents, data, specifications, standards, manuals etc. issued or made available to outsourced staff shall be used exclusively towards discharging his/ her duties in **Board of Revenue**, **Bihar**, **Patna**, and shall be returned to the concerned authority in **Board of Revenue**, **Bihar**, **Patna**, without retaining any copies thereof.

General Liability of Outsourced staff:

The agency shall ensure that.

- a. The outsourced staff deployed at **Board of Revenue**, **Bihar**, **Patna**, maintains complete secrecy and confidentiality about their work assignments in **Board of Revenue**, **Bihar**, **Patna**.
- b. The outsourced staff shall ensure safe custody of all data/ information specific to any project of **Board of Revenue**, **Bihar**, **Patna**, and shall maintain confidentiality in not divulging/ disclosing the same to any third party, under any circumstances.
- c. Avoid use of any official information concerning **Board of Revenue**, **Bihar**, **Patna**, for any non-official purpose;
- d. The ownership and copyright of all data, drawings, reports and other documents, prepared by the outsourced staff during the discharge of his/ her duties in **Board of Revenue**, **Bihar**, **Patna**, shall rest exclusively with **Board of Revenue**, **Bihar**, **Patna**;
- e. For the purpose of this Clause "Confidential Information" shall mean any knowhow, as well as any other knowledge, data or information of any technical, commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties, in **Board of Revenue**, **Bihar**, **Patna**.
- f. He/ She does not write to **Board of Revenue**, **Bihar**, **Patna**, management regarding any personal issues and shall take up with the agency only. However, if any grievances regarding payment of wages in violation of Labour laws are to be made, it shall be addressed to Secretary only.
- 14. Board of Revenue, Bihar, Patna, provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing.
- 15. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
- 16. The agency shall ensure that the individual person deployed in or through the **Board of Revenue**, **Bihar**, **Patna** is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
- 17. The persons deployed shall work as per the office timings of the office in which they are deployed. The persons deployed may be required to attend the office on Holidays or attend office before/ after office working hours based on the exigencies of work for which no additional payment shall be payable, however, compensatory off in lieu

of the same may be permitted at subsequent date within a period of 30 days.

- 18. The Agency shall furnish the following documents in respect of the individual Manpower who will be deployed in or through the **Board of Revenue**, **Bihar**, **Patna** before the commencement of work.
 - a. List of persons deployed
 - b. Bio data of the person
 - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
 - d. Character certificate from two Group "A"/ Class-I officers of the Central/State Government.
 - e. Certificate of verification of antecedents of persons by local Police authority.
 - f. Identity Cards bearing photograph.
 - g. Aadhar number of the persons deployed (copy of the Aadhar Card maybe provided).
- 19. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to withdraw from **Board of Revenue**, **Bihar**, **Patna** deployment of such persons with a substitute with immediate effect.
- 20. The Agency shall replace immediately any of its personnel who are found unacceptable to the **Board of Revenue**, **Bihar**, **Patna** because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the **Board of Revenue**, **Bihar**, **Patna**.
- 21. The Office staff deployed shall be required to report for work to IT MANAGER at **Board of Revenue, Bihar, Patna** daily and would not leave the office during the duty hours. Attendance shall be monitored by the Aadhar Enabled Biometric Attendance system and all staff deployed shall be required to follow deployed office timings. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day remuneration shall be deducted or any other action as deemed fit may be taken.
- 22. The Agency shall depute a coordinator who would be responsible for immediate interaction with IT MANAGER of Board of Revenue, Bihar, Patna so that optimal services of the persons deployed by the Agency could be availed without any disruption.
- 23. The Agency shall immediately provide a substitute in the event of any person absenting from duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service-providing agency.
- 24. Board of Revenue, Bihar, Patna will make consolidated payment for each person engaged by the agency, against the bill raised by the Agency based on actual attendance of the completed months. No separate payment will be made to either agency or any individual on any account by Board of Revenue, Bihar, Patna except in cases when the person engaged is deputed for official work wherein payments would be made as per Board of Revenue's rules and regulations with the prior approval of Competent Authority and the same shall be reimbursed subsequently by Board of Revenue, Bihar, Patna.
- 25. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labor Legislations in respect of personnel so deployed in the Board of Revenue, Bihar, Patna. The persons deployed by the Agency in the Board of Revenue, Bihar, Patna.

shall not have any claims of Master and Servant relationship nor have any Principal and Agent relationship with or against the Board of Revenue, Bihar, Patna. They shall in no case be entitled for claiming regularization/ employment in the Board of Revenue, Bihar, Patna, on the basis of having rendered services through the Contractor.

- 26. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to the persons deployed in **Board of Revenue**, **Bihar**, **Patna**. The **Board of Revenue**, **Bihar**, **Patna**, shall in no way be responsible for settlement of such issues whatsoever.
- 27. The **Board of Revenue**, **Bihar**, **Patna** shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- 28. The personnel deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc,temporary regular/ confirmed employees of the **Board of Revenue**, **Bihar**, **Patna** during the currency or after expiry of the Contract.
- 29. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor any relaxation for absorption in the regular/ otherwise capacity in the **Board of Revenue**, **Bihar**, **Patna**.

LEGAL

- 30. The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, GST, Provident Fund, Maternity Leave Benefit and Employees State Insurance etc., if applicable in respect of the persons deployed by it in **Board of Revenue**, **Bihar**, **Patna**. The Stated Provisions/Laws mentioned is only indicative and not the exhaustive list.
- 31. The Agency shall also be liable for depositing any Taxes, Levies, Cess etc. on account of service rendered by it to the **Board of Revenue**, **Bihar**, **Patna** to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 32. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of the **Board of Revenue, Bihar, Patna** or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
- 33. Taxes will be deducted as per the applicable laws, as amended from time to time" and the certificate to this effect will be issued by **Board of Revenue**, **Bihar**, **Patna**.
- 34. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the **Board of Revenue**, **Bihar**, **Patna** is put to any loss/ obligation, monetary or otherwise, the **Board of Revenue**, **Bihar**, **Patna** will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.
- 35. The agency shall be liable for and shall hold harmless the **Board of Revenue**, **Bihar**, **Patna** against any liability(s), loss(s), expenses(s), damages, claims, suits, actions demands or proceedings, arising under any law for & on behalf of its manpower deployed in **Board of Revenue**, **Bihar**, **Patna** and for the act and conduct of its personnel deployed in **Board of Revenue**, **Bihar**, **Patna**.
- 36. All the rights and liabilities of the parties shall accrue from the date of

execution of the Contract Agreement.

- 37. In the event of any dispute arising after the execution of the Contract Agreement, the parties hearing agree to be relegated through Arbitration and shall follow the procedures as laid down in the Arbitration and Conciliation Act,1996 (as amended from time to time). It is agreed that the dispute shall be referred to the Sole Arbitrator by the Secretary; **Board of Revenue**, **Bihar**, **Patna**. It is also agreed that the seat of Arbitration shall be at Patna.
- 38. The Courts at Patna shall have the exclusive jurisdiction to try and entertain the suit/petition over the matter.

FINANCIAL

- 39. The Technical bid should be accompanied with Earnest Money Deposit (EMD) of Rs 5 Lakhs) in the form of Demand Draft/ Pay Order drawn in favor of "<u>Secretary</u> Board of Revenue, Bihar, Patna" failing which the tender shall be rejected out rightly. The Average Annual Turn Over of the company for the last three years should not be less than Rs.1 Crores.
- 40. The EMD in respect of the Agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. In case the selected agency do not undertake the work upon award of Letter of Award (LOA) with in a period of 15 days, the agency would be liable to be blacklisted and debarred from future tendering in Board of Revenue, Bihar, Patna, in addition to forfeiting the EMD/ Performance Guarantee.
- 41. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the **Board of Revenue, Bihar, Patna** without any prior written notice besides annulment of the contract and the agency become liable for blacklisting.
- 42. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by <u>IT MANAGER</u>, **Board of Revenue**, **Bihar**, **Patna**) in respect of the persons deployed and submit the same to the Secretary, **Board of Revenue**, **Bihar**, **Patna** in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, **Board of Revenue**, **Bihar**, **Patna** shall not pay interest on any delayed payment. The payment to the person deployed at **Board of Revenue**, **Bihar**, **Patna** should be made by the Agency <u>through RTGS/NEFT</u> in the bank account and the proof of same shall be submitted to **Board of Revenue**, **Bihar**, **Patna** each month. **Board of Revenue**, **Bihar**, **Patna** shall withhold the payments due to the service provider in addition to taking legal action. **Board of Revenue**, **Bihar**, **Patna** shall verify the actual payment of statutory payments periodically, and f not satisfied, shall withhold the payments due to the service provider in addition to the service provider in addition to other legal action.
- 43. The amount of pre-estimated agreed liquidated damages calculated @ 2 times the pro-rata remuneration per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from the monthly bills of the service providing Agency in the following month.
- 44. The **Board of Revenue**, **Bihar**, **Patna** reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency.

- 45. The remuneration payable to the Manpower and the qualification and relevant work experience of the manpower shall be decided by **Board of Revenue**, **Bihar**, **Patna** and the placement agency shall ensure that the deployed Manpower has the requisite experience and qualifications. The Agency will have to furnish an Affidavit that it is in compliance with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities thereon.
- 46. All statutory payments such as ESI, EPF, GST etc. are not to be quoted by the bidders, only the administrative/ service charges to be charged by the service provider is to be quoted in column number (c) of the financial bid.
- 47. Agency should not charge either as registration fee or any other amount from the candidates so deployed. Contradiction of this would be considered as breach of contract conditions and would be dealt appropriately.
- 48. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed as certified by **Board of Revenue, Bihar, Patna.** Attendance along with certificate for satisfactory performance of the duties shall be provided to the agency for releasing payment to the office staff deployed at **Board of Revenue, Bihar, Patna**.
- 49. The Agency shall ensure that the remuneration to the deployed office staff is released by the 7th of the succeeding month, through RTGS/ NEFT and the proof of same shall be submitted to **Board of Revenue**, **Bihar**, **Patna** each month. **Board of Revenue**, **Bihar**, **Patna** may verify the same and in case of any default, **Board of Revenue**, **Bihar**, **Patna** shall withhold the payments due to the service provider in addition to taking legal action.

SECTION-5

SCHEDULE OF REQUIREMENT

Tentative Requirements: Present tentative requirement, the requisite qualification, experience, remuneration and no. of manpowered required are given here under. Any change shall be decided and communicated from time to time.

S. No	Name of the proposed designations	Job responsibilities	Eligibility Criteria: (Educational qualification and experience)	Remuneratio n range / Consolidated Remuneratio n to be paid per month	Maximum Term of Engagement on contract	No of Posts	Remarks
I	11		IV	v	VI	VII	VIII
1	мтѕ	Presently approved Job responsibilities for all category of manpower is	10+2pass and having good etiquettes and manners. Basic knowledge of computer and typing shall be add advantage.	17200/-	1 Year	2	Medical Fitness Certificate required for joining on contractual
2	DEO	attached at Annexure-I of this tender document	Pursuing Graduation/ 12 th Passed from CBSE/ ICSE having one year experience + Typing speed of 30 WPM in English/ Hindi	19000/-	1 Year	4	engagement
3	Programmer		Full time Degree B.Tech/BE (Electronics/ IT/ Computer Science)/ MCA/ MSc (IT), and Networking or allied fields with minimum two years' experience	22000-/	1 Year	3	
4	Network Administrator		Full time Degree B.Tech/BE (Electronics/ IT/ Computer Science)/ MCA/ MSc (IT), and Networking or allied fields with minimum two years' experience	24000/-	1 Year	1	
5	System Administrator		Full time Degree B.Tech/BE (Electronics/ IT/ Computer Science)/ MCA/ MSc (IT), and Networking or allied fields with minimum two years' experience	35000/-	1 Year	2	

In addition, EPF, ESI, etc. payable, if applicable

(to be borne by the Principal Employer)

The above requirement is tentative and is subject to actual requirement as may be decided by **Board of Revenue**, **Bihar**, **Patna**.

On the above positions, some of the outsourced staff are already working (....approx.), through the present outsourcing agency, which may be required to be continued in the new contract (who can be registered afresh with the selected agency) as they have gained experience and training in the working of **Board of Revenue**, **Bihar**, **Patna**.

<u>NB:</u> Other manpower requirement such as Finance Executives, Legal Executives, Accountants etc. may also be added for which the minimum qualification for Finance Executive it is CA/ ICWA/MBA (Finance) etc. and for Legal Executives it is LLB degree from recognized University/ Institutions. The emoluments for such position shall be determined by **Board of Revenue**, **Bihar**, **Patna** and the agency shall be required to provide such manpower under the contract with same service charges as well as terms and conditions, provided the agency has requisite experience, capacity and capability to provide such manpower. The performance security deposit will be enhanced proportionately.

SECTION - 6

TECHNICAL REQUIREMENT OF THE AGENCY PROVIDING SERVICES OF OFFICE STAFF AT Board of Revenue, Bihar, Patna

- 1. The tendering Agency should fulfill the following technical specifications and furnish self-attested copies of documents in evidence of compliance with the specifications:
 - a. The Registered Office or one of the Branch Offices of the Agency should be located in Patna.
 - b. The Agency should be registered with the appropriate registration authority.
 - c. The Agency should have successfully completed at least one work of similar nature valued not less than Rs.100 lakh or two works of 80 lakhs each or three works of 60 lakhs each, during the last 7 (seven) years [providing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) to reputed Private Companies/ Public Sector Companies and/ or Government Department etc. during last seven years, proof of which should be enclosed with the Technical Bid.
 - d. The agency should be registered under GST Act.
 - e. The Agency should have valid statutory registrations with Employees Provident Fund and Employees State Insurance Act.
 - f. Copy of PAN card.
 - g. Certificate of Annual turnover from CA. The average Annual Turn Over of the company for the last three financial years should not be less than Rupees 1 crore.
 - h. Experience of having successfully completed a similar contract in a Government department/PSU/Autonomous Body.
 - i. Satisfactory service certificate issued in respect of (h) above indicating the value of the contract.
 - j. Should have adequate infrastructure and capacity for training/recruitment of the requisite staff.
- 2. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in a sealed envelope containing Technical Bids.

3. EVALUATION OF BID:

The responsive bids will first be evaluated for technical compliance in the following manner.

Evaluation of bids (qualifying only)

A minimum score for Technical Bid (Tn) of 70 (out of 100) is required for qualifying in technical bid evaluation, based on the following criteria:-

SI. No	Parameters	Marks Allotted
	Length of experience of providing manpower services i.e. providing manpower to reputed Private Companies/ Public Sector Companies and Government Department etc. (relevant proof to be attached with technical bids.)	5 marks for each complete year subject to a maximum of 20 marks.
2.	Client profile - Number of Government organizations/PSUs/Private organizations served/ presently being served for providing Manpower (relevant proof to be attached with technical bids)	5 marks for each client subject to maximum of 20 marks.
3.	Available infrastructure for providing services (which would include availability of online systems for recruitment, training and placing professional technical resources, both in terms of physical infrastructures as well as online resources.)	5 marks for having physical system of inviting applications from candidates, 05marks for hosting website for notifying vacancies and 10 marks for having capacity /capability/infrastructure for inviting online applications from candidates; subject to Maximum of 20marks. Please provide website/ link details for the above purposes duly supported with relevant documents such as no. of computers, printers, examination hall, etc. without which no marks shall be awarded, against this point)
	Level of client satisfaction for completion of works similar nature (providing Office Staff) Valued not less than 80 lakhs, during the last 7 (seven) years (certificate from client organizationto be attached with the technical bids). Maximum four best works would be considered for evaluation	Based on grading in the client certificate, 5 marks for each Excellent grading, 3 marks for each Good grading, 2 marks for each Satisfactory grading, subject to maximum 20marks.
5.	Sound financial standing of the tendering firm in terms of annual turnover, during the last three years i.e. 2018-19, 2019-20 and 2020-21 (relevant certificate from CA to be enclosed).	For Annual Average Turnover 1 crore to 3 crore-8 marks > 3 crore to 6 crore-11 marks >6 crore to10 crore- 14 marks for >10 crore to 14 crore, 17marks >14 crore- Maximum 20 marks.

- a. Financial bids of only the technically qualified and eligible bidders shall be considered.
- b. Financial bids of only such bidders shall be opened who score 60 marks out of 100 in the Technical bid criterion and contract shall be awarded to the bidder whose financial quote is L-1. However, Competent Authority in Board of Revenue, Bihar, Patna may reject any of the bids including L-1 if it comes to the notice that the bidder has either given wrong/ false information or has acted in a manner which is violation of terms and conditions of tender.

••••••

<u>Annexure-I</u>

JOB RESPONSIBILITIES OF MANPOWER TO BE DEPLOYED

1.Computer Programmer Duties & Responsibilities

- The Computer Programmer's duties will include managing systems performance, providing tech support, reviewing and updating existing programs, identifying and fixing defects, supporting data architecture, generating reports, developing in-house software, and mitigating potential risk. Your expertise in the craft of programming will assist our organization in increasing efficiency and service through the construction, maintenance, and streamlining of our computing systems and programs.
- Designing and testing computer structures. Write code for software patches and bug fixes
- Troubleshooting system errors. Run software tests to spot and resolve bugs and inconsistencies
- Writing computer instructions. Create workflow diagrams and charts to demonstrate the functionality of programs before coding them
- Managing database systems.
- Maintaining operating systems.
- Editing source-code.
- Profiling and analyzing algorithms.
- Implementing build systems.
- Providing tech support.
- Create workflow diagrams and charts to demonstrate the functionality of programs before coding them
- Work with team members to find creative, innovative solutions to problems
- Perform regular audits to identify software inefficiencies and mastermind ways to improve workflow
- Write and continually update documentation for all programs for internal and external reference

Computer Programmer Desirable Requirements:

- End user-oriented.
- Expert IT skills.
- Strong aptitude for math.
- Advanced knowledge of operating systems.
- Analytical and problem-solving skills.
- Java, C++, SQL, C#, and HTML experience.
- Aptitude for learning new technology.
- Deadline driven.
- Superior communication skills.
- 2+ years of experience in a computer programming role
- Strong attention to detail and ability to spot tiny errors or inconsistencies in code
- Must have excellent creative problem solving skills
- Excellent communication skills and ability to work with a team
- Knowledge of programming languages such as .NET, Java, JavaScript, C++, PHP and more
- Up to date on the latest software innovations and committed to continually building on existing knowledge and skills
- Exemplify superior time management skills and capable of working productively with minimal supervision
- Ability to follow directions closely and accurately
- A desire to innovate and create cutting edge programs
- Develops and maintains documentation of program development and revisions.
- Provides training to end users

2. Network support engineer job description

The daily tasks of a network support engineer include:

- Installing new software
- Installing new hardware (servers, printers, computer workstations, etc.)
- Setting up user accounts, permissions and passwords
- Overseeing security of all systems, especially the internet, and installing antivirus protection
- Fixing network faults
- Network maintenance
- Technical support for people using the network
- Training staff on new systems
- Day to day admin and monitoring of network use
- Planning future improvements, suggesting IT solutions to business problems
- Making sure all IT meets BOR standards
- Establish the networking environment by designing system configuration, directing system installation and defining, documenting and enforcing system standards
- Design and implement new solutions and improve resilience of the current environment
- Maximize network performance by monitoring performance, troubleshooting network problems and outages, scheduling upgrades and collaborating with network architects on network optimization
- Undertake data network fault investigations in local and wide area environments using information from multiple sources
- Secure network systems by establishing and enforcing policies, and defining and monitoring access
- Support and administer firewall environments in line with IT security policy
- Report network operational status by gathering and prioritizing information and managing projects
- Upgrade data network equipment to the latest stable firmware releases
- Configure routing and switching equipment, hosted IP voice services and firewalls
- Designing and implementing new network solutions and/or improving the efficiency of current networks
- Installing, configuring and supporting network equipment including routers, proxy servers, switches, WAN accelerators, DNS and DHCP
- Configuring firewalls, routing and switching to maximize network efficiency and security
- Maximizing network performance through ongoing monitoring and troubleshooting
- Arranging scheduled upgrades
- Investigating faults in the network
- Updating network equipment to the latest firmware releases
- Reporting network status to BOR

3.System Administrator

System Administrator requirements include an in-depth understanding of computer software, hardware, and networks. The IT System Administrator has to design, organize, modify and support the organization's computer systems. These professionals have to upgrade and manage the software and hardware. The IT System Administrator should handle any issues related to Local Area Networks (LAN), Wide Area Networks, and Network segments. It is the System Administrator who maintains operating systems, business applications, security tools, web-servers, email, laptop, and desktop PCs. The System Administrator will collaborate and offer necessary technical support for firewall and network system. These professionals take charge of the staff, user credentials, and frameworks. They will make sure that the systems are safe and secure from breaches or viruses. System Administrators plays an essential role in risk mitigation planning. They have to design and implement training for staff.

Job Description

- Installing, configuring and maintain servers and networks;
- Overseeing system performance and troubleshooting issues;
- Creating a backup and safeguarding the data if there are any hindrances;
- Performing system upgrades following new releases;
- Maintaining internal documentation
- Performing account setup;
- Sustaining network integrity, server deployment, and security;
- Monitoring and maintaining network servers such as file servers, VPN gateways and intrusion detection systems; and
- Ensuring high-level security and efficiency resulting in 100% output.
- Provide technical support for both hardware and software issues our users encounter
- Manage the configuration and operation of client-based computer operating systems
- Monitor the system daily and respond immediately to security or usability concerns
- Create and verify backups of data
- Respond to and resolve help desk requests
- Upgrade systems and processes as required for enhanced functionality and security issue resolution
- Administrate infrastructure, including firewalls, databases, malware protection software and other processes
- Review application logs
- Install and test computer-related equipment
- CCTV monitoring and log generation and troubleshooting issues

Desirable Certifications

- Microsoft Certified Solutions Expert (MCSE)
- Oracle Linux System Administrator (Oracle)
- Red Hat Certified Engineer (RHCE)
- CompTIA Server+
- VMware Certified Professional 6- Data Center Virtualization
- 2+ years' experience in system administration
- Associate or higher degree in a related field
- Extensive experience with VMware
- Advanced knowledge of system vulnerabilities and security issues
- Basic understanding of insurance goals and practices
- Ability to respond to help desk requests after hours on a limited basis

<u>Annexure-II</u>

APPLICATION- TECHNICAL BID

For empanelment of Agency for providing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) in Board of Revenue, Bihar, Patna.

1.	. Name of Tendering Company/Firm/Agency:
	(Attach certificate of registration)
2.	Name of Proprietor/Director of Company/Firm/Agency:
3.	. Full Address of Regd. Office:
	Telephone No FAX No
	E- Mail Address
4.	. Full Address of Operating Branch:
	Telephone No FAX No E- Mail Address:
5.	. (a) Banker of Company/Firm/Agency:
	Full Address:
	(attach certified copy of statement of A/c for the last three years)
	(b) Telephone Number of Banker:
6.	. PAN/GIR No (attach attested copy)
7.	. GST Registration No., if any
8.	. E.P.F. Registration No., if any
9.	. E.S.I. Registration No., if any

10. Financial turnover of the tendering Company/ Firm/ Agency for the last three Financial Years with documentary proof and certificate of the Chartered Accountant thereof. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

11. Give details of the major clients served/ presently being served by tendering Company/Firm/ Agency in the following format:

(If the space provided is insufficient, a separate sheet may be attached)

Sl.No. Details of client along with address, of	Amount value of Contract	Duration		
	telephone and FAX numbers	(Rs. In Lakhs)	From	То
1.				
2.				
3.				
4.				
5.				
6.				

12. Copy of client satisfaction for completion of works of similar nature (providing office staff/manpower) valued not less than 80 lakhs each, during the last 7 (seven) years.

Sl. No.	Details of client along with address,	Amount value of Contract	Grading	g awarded by	client
	telephone and FAX numbers	(Rs. In Lakhs)	Excellent	Good	Satisfactory
1.					
2.					
3.					
4.					

13. Length of experience of providing manpower services i.e. providing manpower to reputed Private Companies/ Public Sector Companies and Government Department etc.

S.No.	Providing Services Since	Copy of work order
a.		
b.		
с.		

14. Details of available infrastructure in terms of systems for recruitment and placing professional Management resources, both in terms of physical infrastructure as well as online resources.

Details of online resources:

Details of Physical Infrastructure:

15. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date: Place: Name: Seal:

DECLARATION

- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
- 3. I, undertake to indemnify Board of Revenue, Bihar, Patna against any loss incurred by Board of Revenue, Bihar, Patna due to any act of omission or commission by the manpower deployed in Board of Revenue, Bihar, Patna through my Company/ Agency/ Firm.
- 4. My Company/ Agency/ Firm has not been blacklisted/ debarred from participating in tender of any Ministry/ Department/ PSU of Government of India in last three years.
- 5. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we/ am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law:

Signature of authorized person (s)

Date:

Name:

Place:

Seal:

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1.

- 1. Application Technical Bid.
- 2. Attested copy of the Registration Certificate.
- 3. Attested copy of PAN/GIR Card.
- 4. Attested copy of the GST registration letter/ certificate, if any.
- 5. Attested copy of the PF registration letter/certificate, if any.
- 6. Attested copy of the ESI registration letter /certificate, if any.
- 7. Certified document in support of financial turnover of the agency during the last 3 years.
- 8. Certified documents in support of entries in column 10-15 of Technical Bid application.
- 9. Copy of the terms and conditions at page 06-19 in 'Tender Notice' with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Annexure-III

FINANCIAL BID FORM

Tender Inviting Authority: Board of Revenue, Bihar, Patna, PATNA

Name of Work: Empanelment of Manpower Placement Agency for providing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) for working in Board of Revenue, Bihar, Patna.

Bidder Name:				
Sr. No.	Component of Rate	Rate of service/ agency charges in percentage (%) (up to two decimal points only) to be charged on total remuneration, excluding taxes		
a	Remuneration per person	Would be fixed by Board of Revenue, Bihar, Patna for various positions from time to time. (Pleaserefer Annexure-I of this document for rates)		
b	GST	Not to be quoted by the bidder.It shall be paid as per relevant rules and rate applicable from time to time		
С	Agency Admin/ Service Charge/ Any other liability/ Charges (please indicate)			

Note

1. The administrative/ service charge/ any other liability/ charges to be charged by the service provider should be quoted in percentage term only on remuneration to be paid to each personnel (excluding taxes). The amount so quoted should include all liabilities of the agency towards the deputed staff for any other personal exigencies, including maternity benefits etc.

2. In cases where the bidder has submitted "NIL" charge/ amount over and above the remuneration payable to the manpower, the bid shall be treated unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure OM No. 29(1)/2014-PPD dated 28^{th} January, 2014.

3. Board of Revenue, Bihar, Patna shall bear the expenses towards ESI, EPF and other taxes as applicable as per Govt. rules from time to time.

UNDERTAKING

I submit the Financial Bid for "Outsourcing services of Office Staff (such as System Administrator, Network Administrator, Programmer, Data Entry Operator, MTS etc.) for working in Board of Revenue, Bihar, Patna" as envisaged in the Tender

document.

- 2. I/We have thoroughly examined and understood all the terms and conditions as contained in the Tender document and agree to abide by them.
- 3. I also undertake and understand that my bid shall be liable to be rejected if I/ we violate any of the terms and condition of this contract and any other statutory provisions relating to labor laws/ other statutory provisions in connection with supply of manpower.

(Signature and sealed of the Bidder/Authorized representative)

Signature of authorized person(s)

Date:

Name:

Place:

Seal:

Annexure-IV

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

SI.No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold **Board of Revenue**, **Bihar**, **Patna** responsible.

(Signature(s) of account holder(s)) Name(s) of Account holder(s)

SIGNATURE OF BIDDER/ Authorized representative