

**Bihar Rural Development Society
Rural Development Department
Government of Bihar**

Proceedings of the Pre-bid conference

Tender for Hiring of HR/Placement Agency for supply of quality manpower for MIS
management of Indira Awaas Yojana (IAY) at Bihar Rural Development Society and 38
District Headquarters

Prepared by: Procurement Support Agency

Date & time: 21st August 2013, 12 noon onwards

The following departmental representatives attended the meeting:

1. Sanjay Krishna, OSD
2. Gaurav Jaswal, Procurement Manager
3. Vishal Saraogi, Procurement Assistant

The attendance sheet of the bidders is enclosed as annexure.

The doubts of the bidders were clarified in the meeting. The concern raised by bidders along with response is as follows:

Reference	Details	Query	Response
Point 11, Pg 3 of the RFP	The bidder shall indemnify BRDS against all claims arising as a result of any dispute between the Agency and the manpower so deployed in BRDS.	Indemnity clause – open ended indemnity is not acceptable we have to cap it...	As per RFP
Pg. 13, ANNEXURE – 4 General Terms & Conditions, point 9.	The liability of service tax or any other tax or Levies will be borne by the Agency.	service tax has to be paid by the client	Though service tax would be paid by client, it would be responsibility of the agency for timely payment of those to the concerned authorities
Pg. 13, ANNEXURE – 4 General Terms & Conditions, point 14.	The BRDS shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months notice of termination. In case of any dispute, the decision of the Competent Authority of the BRDS will be final and binding.	Right to terminate should be to both the parties	As per RFP

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Reference	Details	Query	Response
Pg. 13, ANNEXURE – 4 General Terms & Conditions, point18.	Medical Fitness	Who will bear the cost?	The agency has to build the cost in the rate to be quoted.
Pg. 13, ANNEXURE – 4 General Terms & Conditions, point34.	The character and antecedents of each personnel of the Agency will be verified	it can be done by a third party the cost of which has to be borne by the client	The agency has to build the cost in the rate to be quoted.
Pg. 15, ANNEXURE – 4 General Terms & Conditions, point37.	The transportation, food, medical and other statutory requirement in respect of each personnel of the Agency at the initial place of posting would be the responsibility of the Agency and that the BRDS will not entertain any claim in this regard. However, in some exceptional cases BRDS may take a decision to admit outstation TA/ DA as per BRDS constitutional guidelines. The official visit will be paid as per the rules of BRDS	The transportation, food, medical and other statutory requirement would be the responsibility of the Agency?	As per RFP
Pg. 15, ANNEXURE – 4 General Terms & Conditions, point38.	The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by BRDS. The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.	Payment of any overtime or compensation demanded should be the responsibility of the client	As per RFP

21/8/13

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BIHAR RURAL DEVELOPMENT SOCIETY (BRDS)

pre-Bid meeting against

RFP for Hiring of HR/Placement Agency for supply of quality manpower for MIS management of Indira Awaas Yojana (IAY) at Bihar Rural Development Society and 38 District Headquarters

21st August 2013

S. No.	Name of Representative	Name of Organization	Mobile No.	e-mail id	Signature
1	ROHIT KUMAR	WEBCARE TECHNOLOGIES	9631055776	info@webcaretech.com	Rohit
2	Dhananjay Priyadarshan	- DC -	9334388523		DJy
3	Anand	Manaswini Media Pvt. Ltd.	9608284606	anand@manaswini.org	Anand
4	Amit Ranjan	TMACS	9304834879 97810	Amit.Ranjan@imacs.in	Amit
5	Amitkeshu	Laudsted India Ltd.	8083979098	amitkeshu.kumar@laudsted.in	Amit
6	Ashutosh	Laudsted India Ltd.	9709302218	ashutosh.a@laudsted.in	Ashutosh
7					
8					
9					
10					
11					
12					

~~08/11/13~~

BIHAR RURAL DEVELOPMENT SOCIETY (BRDS)

Rural Development Department (RDD)

Government of Bihar, Patna

Dated: _____

Tender Notice

Subject: Tender for Hiring of HR/Placement Agency for supply of quality manpower for MIS management of Indira Awaas Yojana (IAY) at Bihar Rural Development Society and 38 District Headquarters

1. Bihar Rural Development Society (BRDS) constituted under the aegis of Department of Rural Development, Government of Bihar urgently requires to hire HR/Placement Agency/Agencies operating in HR / Staffing for supplying quality manpower requirements for MIS management and Monitoring & Evaluation of IAY to be positioned at Patna, other District Headquarters throughout the State.
2. Sealed tenders are invited by Bihar Rural Development Society from reputed, experienced and financially sound HR/ Placement Agencies for providing services of professional and support staff in BRDS for a period 11 months of the tender from the date of contract coming in effect.
3. The tender comprise of the following broad sections:
Section - I: Instructions to the Bidders
Annexure - 1 & 2: Formats of Technical Bid
Annexure - 3: Format for Financial Bid
Annexure - 4: General Terms and Conditions
4. Interested HR/Placement Agencies can download detailed tender document from the department's website. using the link <http://rdd.bih.nic.in>. The downloaded tender documents need to be completed in all respect and submitted along with DD of Rs. 1,000/- as tender fee, & Rs. 1,00,000/- as EMD in favour of Bihar Rural Development Society, Patna, payable at Patna. EMD is refundable to non-successful bidders and would be exchanged as Performance Bank Guarantee of equal amount in case of the successful bidder.
5. **Important Dates in Tendering Process**
 - Pre-bid conference:
12 noon on 21st August 2013
 - Closing date & time for receipt of tender:
3 pm on 2nd September 2013
 - Tender Opening date & time:
4 pm on 2nd September 2013
6. Preferred bidder/s would be selected based on "Least Cost Selection" method. BRDS would look forward to receive most competitive and reasonable bids against this tender notice. BRDS may select one or more most competitive bids for the assignment.

Sd/-
CEO, BRDS, Patna

BIHAR RURAL DEVELOPMENT SOCIETY

SECTION – I: INSTRUCTION TO THE BIDDERS

A. GENERAL INSTRUCTIONS:

- 1 Bihar Rural Development Society (BRDS) invites sealed tenders from well established and reputed Placement/Human Resource (HR) Agencies¹ for supplying quality manpower based on requirement given in **Section-E**. The number shall vary depending upon the actual requirement of the Society from time to time. The period of contract for Placement/Agency/Agencies would be for a period of 11 months from the date of contract coming into effect.

Tender Reference	BRDS/ Placement/HRA/ IAY/
Last Date & time of receiving bid queries	19 th August 2013
Closing date & time	2nd September 2013, 3 pm
Opening date & time	2nd September 2013, 4 pm

- 2 Technical Bid & Financial Bid must be separately sealed in two separate envelopes super scribed as “**Technical Bid**” and “**Financial Bid**”. Soft copies of the Technical Bid & Financial Bid shall be provided in an editable format in CDs placed in the respective envelopes. Both the bids must be sealed in one main (large) envelope super scribed as “**Bid for Selection of Placement/HR Agencies for Supply of Quality Manpower for MIS management in IAY**”. The main envelope shall be addressed to:

**CEO,
Bihar Rural Development Society,
Rural Development Department
Government of Bihar, Old Secretariat,
Patna - 800015**

All pages in the bids must be serially numbered. Sealed bids may be submitted on or before the mentioned time & date. Bid has to be deposited in person.

Timely submission of bids is the responsibility of the bidders. Late bids or Open bids shall not be entertained in any circumstances. No excuses, such as delay in issue of Pass, Traffic jam etc. shall be entertained.

- 3 “**Technical Bid**” should contain the following :
 - (a) Cover letter (format provided in Annexure-1) duly signed.
 - (b) The Performa (Annexure-2) for Technical Bid duly filled in.
 - (c) Technical Bid Document having Approach & Methodology.
 - (d) The Agency's profile including details and supporting documents relating to their previous experience of supplying manpower to Government Ministries/ Departments etc.
 - (e) Acceptance of Terms and Conditions mentioned in Annexure-4.
 - (f) Account Payee Demand Draft or Banker's Cheque of Rs. 1,000/- (One Thousand only) as Tender Fee and Rs. 1,00,000/- (One Lakh only) as EMD in favour of Bihar Rural Development Society, Patna payable at Patna. EMD shall be refundable to non-successful bidders and would be exchanged in form of Performance Bank Guarantee of equal amount in case of the successful bidder.
 - (g) Any other relevant document.
- 4 “**Financial Bid**” should contain rates which are to be quoted per professional/ support staff basis as per Performa at Annexure - 3. Financial bids of only those companies which would score above **70%** in the Technical Evaluation would be opened and considered for financial evaluation. Rates in the financial bid must be written in legible handwriting or preferably typed. Bids not fulfilling the requirement shall be rejected.

¹ Agencies having experience in Human Resource and related business like Screening/ Recruitment/ Staffing/ Testing/ Assessment/ Certification/Training/ Payrolling is eligible to bid for this tender.

- 5 All entries in the tender form should be legibly handwritten/ typed. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the Officer/Company Professional authorized to sign the tender bids.
- 6 Validity of bids shall be for a period of minimum 90 days from the date of consideration of the bids. Bids having the validity of less than 90 days would be considered non-responsive and declared invalid.
- 7 Bid must be submitted on firm's letter head duly signed and stamped indicating the list of documents being submitted by the Agency for check at the time of opening the tenders.
- 8 In case the bids deviates from BRDS requirements and terms & conditions in any manner, these deviations must be clearly spelt out in the covering letter, failing which the BRDS requirements and terms & conditions will be binding on the Placement/Agency.
- 9 At the first stage, only the technical bids will be opened by the Tender Evaluation Committee in the office of CEO, BRDS in the presence of the participating bidders who chose to participate. Only duly authorized representative of each bidder would be allowed to participate in the opening of the tender. In the second stage the financial bid will be opened on a pre-decided date as will be informed to the agencies selected after technical evaluation of the agencies.
The Agency shall provide the required manpower within 15 days from the date of placement of the order by BRDS/ RDD.
- 10 The Agency should have adequate experience of providing quality manpower to various Government Departments, Public Sector Undertakings, Government Autonomous organizations and Large Private Sector Enterprise or shall have undertaken Rural Development related studies²
- 11 **The bidder shall indemnify BRDS against all claims arising as a result of any dispute between the Agency and the manpower so deployed in BRDS.**

B. PRE QUALIFICATION CRITERIA

- 12 **Following criteria shall be applied for eligibility of Agency**
 - (a) **Average Annual Turnover of the bidding Agency in 3 financial years i.e. 2010-11, 2011-12 and 2012-13 shall not be less than INR 50 lacs from the human resource or Rural Development related activities.** The applicant agency shall submit copies of audited financial statements as credentials along with a Chartered Accountant certificate stating the meeting of turnover criteria from the related business.
 - (b) Shall have minimum of **3 years** of past experience in human resource or Rural Development related activities catering to State/ Central Government organizations/ PSUs or Government Autonomous Organizations, or large private sector enterprises. The applicant agency shall submit copies of Certificate of Incorporation, the relevant work orders/ Client Satisfaction Certificate as credentials. (BRDS/ RDD may seek client feedback on services provided by Agency)
 - (c) Shall have engaged in human resource or Rural Development related activities in minimum **3** State/ Central Government organizations/ PSUs or Government Autonomous Organizations/ large private sector enterprise as sole/ prime bidder.
 - (d) Shall have supplied at least **20 personnel** in State/ Central Government organizations/ PSUs or Government Autonomous Organizations/ Large Private sector Enterprise³ in a single contract or shall have executed at-least 10 Rural Development related studies for

² Large Private Sector Enterprise is defined as any Non-Governmental private entity having annual turnover of more than INR 100 Cr.

State/ Central Government organizations/ PSUs or Government Autonomous Organizations. Enclose copy of the Work-order/ Contract etc.

C. TECHNICAL EVALUATION

Technical evaluation would be undertaken as follows:

1. Average Annual Turnover of the Agency (MSP) for 3 financial years i.e. 2010-11, 2011-12 and 2012-13 – **Maximum Score – 20**
 - (a) More than 1 Crores - 20 marks
 - (b) Above INR 50 lacs and upto 1 Crores -10 marks

2. Past experience in number of years of catering to HR or Rural Development related activities to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Large Private Sector Enterprise. **Maximum Score – 20**
 - (a) More than 7 years - 20 marks
 - (b) upto 7 years-15 marks

3. HR or Rural Development related services to number of State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise. **Maximum Score – 15**
 - a. More than 5 Government Organization / Private Sector Enterprise - 15 marks
 - b. 4/5 Government Organization/ Private Sector Enterprise – 10 marks
 - c. 3 Government Organizations/ Private Sector Enterprise – 5 marks

4. Supplying more than 20 personnel to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, in a single assignment or shall have executed Rural Development related studies of at-least 10 State/ Central Government organizations/ PSUs or Government Autonomous Organizations **Maximum Score – 15**
 - (a) Supplied more than 100 personnel in a single assignment of Government Organizations/ Private Sector Enterprise or shall have executed more than 20 Rural Development related studies for State/ Central Government organizations/ PSUs or Government Autonomous Organizations - 15
 - (b) Supplied more than 51 to 100 personnel in a single assignment of Government Organizations/ Private Sector Enterprise or shall have executed 16-20 Rural Development related studies for State/ Central Government organizations/ PSUs or Government Autonomous Organizations -10
 - (c) Supplied 20 to 50 personnel in a single assignment of Government Organizations/ Private Sector Enterprise or shall have executed 10-15 Rural Development related studies for State/ Central Government organizations/ PSUs or Government Autonomous Organizations - 5

5. Approach & Methodology (A&M) for Selection & Supply of Candidates. The A&M must detail out how the Agencies core management staff would provide back-up support to the deployed personnel in smooth running of day to day business. It should also specify the methods that it will adopt in MIS Management/Monitoring of Centrally Sponsored. **Maximum Score – 20**

6. Pan India Presence and Experience of Working in Bihar. **Maximum Score – 10, (to put in technical format)**

5 marks for each of the following:

 - (a) Pan India Presence (Having more than two functional office in India outside Bihar) and Experience of Working in Bihar - 05
 - (b) Office in Bihar only- 05

D. FINANCIAL EVALUATION

Financial bids of only those bidders who would score **at least 70 % in technical evaluation** would be opened and considered for financial evaluation.

Name of Post	Contractual Amount (per month in BRDS)	Insurance and other statutory fees.	Any Other Tax (Specify)	Service Charge in %age & amount	Service Tax on the Service charge	Amount to be paid to Engaged person
(1)	(2)	(3)	(4)	(5)	(6)	(7)
....						
....						

E. MANPOWER REQUIREMENT

S. No.	Key Position	Level	Number	Professional Qualification	Experience
1	MIS Officer	State	1	<ul style="list-style-type: none"> MCA/ MBA/ BE/ Post Graduate in any stream with diploma in computer application Fluent in Hindi & English Good communication skill 	<ul style="list-style-type: none"> At least Three years of Post qualification in MIS management
2	M & E expert	State	4	<ul style="list-style-type: none"> MCA/MBA/Post Graduate in any stream with diploma in computer application Fluent in Hindi & English Good communication skill 	<ul style="list-style-type: none"> At least 2 year experience preferably with monitoring and evaluation tool and results framework required for public programmes. Experience in data analysis tool for monitoring and evaluation. Experience of coordinating multi stakeholder projects. Good understanding of Govt. programmes. Knowledge of IAY and similar poverty reduction will be added advantage.
3	Finance Manager	State	1	MBA Finance/CA	<ul style="list-style-type: none"> Post qualification Experience of 5 years.

					<ul style="list-style-type: none"> • Should have worked on at least 2 projects in development sector in rural area.
4	MIS Officer	District	38	<ul style="list-style-type: none"> • BCA/BIT/Graduate in any stream with diploma in computer application • Fluent in Hindi & English • Good communication skill 	<ul style="list-style-type: none"> • At least Two years of Post qualification in MIS Management

F. PLACE OF DUTY, WORKING HOURS AND PUNCTUALITY

- 13 The personnel so deployed shall have to report for duty at any designated place in the State. The place may be changed and intimated from time to time as per the requirement.
- 14 The normal working hours of the personnel deployed shall be from 09.30 A.M. to 06.00 P.M. with a lunch break from 1.00 PM to 1.30 PM on all working days. BRDS will have discretion to change the normal working hours of some or all of the personnel deployed under intimation to the Agency.
- 15 The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- 16 Duration of the deployment may be mutually extendable and would be communicated in writing by BRDS to the hired agency.
- 17 The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by BRDS, The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.
- 18 BRDS may come up with more requirements of manpower in terms of quantity of deployed personnel and other skills sets as per the requirements. The agency is expected to deploy these newer manpower requirements against mapping them on the pre-tendered positions.

G. SECURITY CONSIDERATIONS

- 19 It is expected that Agency would supply honest and good character Professionals/ Support staff. The agency is expected to make adequate enquiry about the character and antecedents of the personnel whom they are recommending.
- 20 Any liability or circumstances created by the deployed staff resulting in financial and material losses to the Society shall be recovered from the Agency.
- 21 Agency is also expected not to recommend any professional/ support staff having any Police records/ criminal cases against them.

H. PAYMENT TERMS

- 22 The payment shall be made on conclusion of the calendar month every month on the basis of no. of working days for which duty has been performed by each personnel. Agency would be expected to raise the invoice/ wage bill for the deployed personnel to BRDS by the last working day of each calendar month.

- 23 Payment of Salary by Agency to Deployed Staff: The Agency shall ensure that the salary to the persons so employed is made by the 7th day of the succeeding month. The payment shall be made through multi city cheques/ RTGS/ online transfer in the personal account of the candidates.
- 24 Detailed modalities would be worked out to ensure smooth flow of funds to Agency. In the first year of operation the Agency is expected to work on "Pay & Collect" Model but subsequently based on agency's performance "Collect and Pay" Model would be initiated and implemented.

No other charges or reimbursements like Telephone, transport, data card reimbursement or any other consumables will be paid extra.

- 25 Statutory deductions: The income Tax/ TDS and other statutory deductions, as applicable will be deducted from the payments made to the Agency. Tax deduction certificate will be issued to the Agency by BRDS.
- 26 Agency will have to submit compliance report on submission of EPF, ESI, Income Tax etc. for the deployed personnel every financial quarter to BRDS/ RDD.

I. PENALTY CLAUSE

- 27 In emergent cases such as the personnel deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 7 days, the Agency shall deploy a suitable substitute. If the Agency fails to deploy the substitute, without prejudice to any other right or remedy available under the law to BRDS, on account of such breach, pro-rata recovery along with penalty equal to @ 2 % of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the Agency.
- 28 If the agency fails to place the person within the period specified in the ITB 11, a penalty of 1 % of monthly charge per day (of person remuneration) will be recovered from the monthly bill of the Agency.

J. PERIOD OF CONTRACT

- 29 The period of contract with the Agency/agencies will be initially for a period of 11 months and extendable at the discretion of the BRDS, depending upon the requirements as well as the performance of the manpower supplied by the Agency.
- 30 BRDS will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

K. TERMINATION OF CONTRACT

- 31 In case of any material violation of any of the terms & conditions mentioned in **Annexure-4** by the Agency, BRDS reserves its right to unilaterally terminate the contract giving one months notice in writing.

Form Tech – I: Format for Technical Bid

To

CEO, BRDS
RDD, Patna

Sub: Bid for Selection of Agencies for Supply of Manpower for MIS management for IAY

Having examined the tender document, we, M/s_____, offer to be selected as preferred bidder with BRDS/RDD, in full conformity with the said tender document. We have read the provisions of tender document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to.

We also certify that we have not been blacklisted by any Central Govt./State Govt./PSU in India.

We agree to abide by the terms and conditions of this Bid, consisting of this letter, the Technical and Financial Proposal, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of Bids as stipulated in the tender document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.

We understand you are not bound to accept any bid you receive.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of [Name of Respondent]

Name of Agency:

Address:

Form Tech – II: Format for Technical Bid

**A. Documents and Information (copies to be enclosed) to be submitted by the Agency ,
Checklists**

Sr. No.	Particulars	Numbers / details / Remarks / Page number
1	Agency Profile	
i	Detailed office address of the Agency with Office Telephone Number, Fax Number Mobile Number, e-mail id and the name of the contact person	
ii	Name and address of the CEO/ Director/Owner of the Agency with Tel./ Mobile No:	
2	Tender Fee Rs 1000.00 Details of Tender Fee i. Amount ii. Draft No. iii. Date iv. Issuing Bank	
3	EMD Rs 1,00,000.00 in favour of Bihar Rural development Society, Patna payable at Patna. Details of EMD i. Amount ii. Draft No. iii. Date iv. Issuing Bank	
4	Registration certificates of all the partnering organizations.	
5	Registration certificate under “THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970” of MSP.	
6	Whether registered with all concerned Government authorities (Labour License No. /EPF/ESI/Registration Number under the Shops & Estt. Act etc.)	
7	Income Tax audit report.	
8	Copies of EPF and ESI Registration Certificates all the partnering organizations.	
9	Copies of Service Tax Registration Certificates of all the partnering organizations	
10	Copies of PAN/ TAN Cards of the all the partnering organizations	
11	Copy of the Annual Report (Balance Sheet and Profit & Loss Account) for the last three years of MSP	
12	Experience Certificates	
13	Cover letter duly signed annex A	
14	The Performa of technical bid duly filled in	
15	Details of approach and methodology	
16	Any other documents (additional rows may be added)	

B. Technical Evaluation Format

Sr. No.	Particulars	Weight age	To be filled by the Agency
1	Average Annual Turnover of the Agency (MSP) for the 3 financial years Turnover Details (in INR Cr) of the MSP: Proof of financial status of the agency in form of Balance Sheets and Profit & Loss Account for the last three FYs.	20	
2	Past experience in number of years of catering to HR or Rural Development related activities to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Large Private Sector Enterprise. List of other clients (may attach separate sheet)	20	
3	HR or Rural Development related services to number of State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise	15	
4	Supplying more than 100 personnel to State/ Central Government Organizations/ PSUs or Government Autonomous Organizations/ Private Sector Enterprise, in a single assignment or shall have executed at least 10 Rural Development related studies for State/ Central Government organizations/ PSUs or Government Autonomous Organizations. Experience in dealing with Government Departments/ Clients (here, indicate the names of the Departments, Name of the Official in Contact, her/ his mobile/ landline (Attach copies of contracts/orders sought by the agency) (Please provide at least 2 contacts in different Government Departments. These contacts could be used for taking up the Agencies Client Feedback))	15	
5	Approach & Methodology (A&M) for Selection & Supply of Candidates. The A&M must detail out how the HR/Placement Agencies core management staff would provide back-up support to the deployed personnel in smooth running of day to day business. It should also specify the methods that it will adopt in HR services for monitoring and evaluation and MIS management of Centrally Sponsored Schemes	20	Attach separate sheets for detailed Approach and methodology
6	Pan India Presence (Having more than one functional office in India outside Bihar) <i>Details of the workforce with infrastructure facilities to be enclosed</i>	5	
7	Office in Bihar only	5	

Sr. No.	Particulars	Weight age	To be filled by the Agency
	<i>Details of the workforce with infrastructure facilities to be enclosed</i>		
8	Whether a copy of the terms and conditions (Annexure-4) duly signed, in token of acceptance of the same is attached?	Attach	
9	Details of the contract with any two Govt./Public sector organization etc. with contact person's name & telephone /cell no. etc.	Attach	

Note: It is mandatory to attach the attested copy of required certificates/proof with above information.

**Signature of Authorized Officer of the
Agency
Full Name
Seal**

**Date:
Place:**

Fin - Price schedule

Name of Post	Contractual Amount (per month in BRDS)	Insurance and other statutory fees.	Any Other Tax (Specify)	Service Charge in %age & amount	Service Tax on the Service charge	Amount to be paid to Engaged person
1	2	3	4	5	6	7

1. General Terms & Conditions

1. All the recommended candidates shall have good working knowledge of English and Hindi both in oral and written communication.
2. All the recommended candidates (professional staff) shall have hands on experience on Computer/ Laptop & Internet.
3. All the recommended candidates shall be willing to travel across the State of Bihar at short notice.
4. All the recommended candidates shall be willing to stay and work in rural areas of Bihar as per the requirement.
5. It shall be the responsibility of the deployed manpower and the Agency to see that all the designated manpower performs the tasks allotted to them by BRDS/RDD effectively, efficiently and speedily.
6. The responsibility of statutory/ compulsory deductions like EPF/Income Tax and other statutory dues etc. from the manpower deployed will be of the hired Agency. No extra payment shall be made by the BRDS in this regard. Agency will have to submit compliance report to this effect every financial quarter to BRDS/ RDD.
7. No extra payments towards Telephone charges, Data Card usage, transport etc., will be made by BRDS. (official field duty visit may be paid as per BRDS rules subject to prior approval of competent authority)
8. The Agency shall submit the stamped wage bills/ invoice (in triplicate) to the BRDS monthly basis as stated in Payment Terms after completion of the calendar months for payment. In normal circumstances the payment shall be made within 30 days from the date of submission of the bills.
9. The liability of service tax or any other tax or Levies will be borne by the Agency.
10. The copies of appointment letter issued to the personnel deployed in the BRDS shall be provided to the BRDS by the Agency.
11. The Agency shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty in the BRDS Office.
12. The Agency will provide to the BRDS, a list of all personnel so deployed with permanent and present address along with their photographs. The character verification of the personnel through local police/ Gazetted Officer should be furnished at the time of deployment.
13. The Agency will provide all selected candidates for deployment with laminated Identity Cards with their Names, Designations, Place of Deputation, Residential addresses with signatures of a person duly authorized by the Agency. (Laminated Identity cards could be issued to staff deployed more than 6 months, others may be given an A4 size paper identification card with the photograph) The candidates shall have to carry the card with them at all times.
14. The BRDS shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months notice of termination. In case of any dispute, the decision of the Competent Authority of the BRDS will be final and binding.
15. **Nationality:** All the proposed candidates must be Citizens of India. The Agency/ BRDS/ RDD would endeavour to place the candidates in their own respective native districts/ block.
16. **Reservation:** Reservation Policy of Government of Bihar would be applicable in case of all requisitions present and future, as per the model reservation roster of Government of Bihar.

17. **Age Limit:** For all the positions mentioned in the Tender document age limit would be between 20-45 Years as on 1 July, 2013. Maximum age limit is relaxable for SC/ST candidates upto 5 years, EBC and BC candidates upto 2 years, for women upto 3 years; and for candidates who are already presently working/ or have worked in State Government undertakings such as Boards and Corporation and wishes to work with BRDS/ RDD through Agency, age limit could be relaxed upto 5 Years and for SC/ ST upto 10 Years.
18. **Medical Fitness:** All the deployed candidates must be in good mental and physical health required for efficient discharge of her/his duties. Candidates deployed under disabled quota, must be free from those physical defects which are likely to interfere with the efficient discharge of her/ his official duties.
Parameters for medical fitness would be based upon BPSC guidelines or **Medical fitness certificate provided by the registered medical practitioner.**
19. **Statutory Obligations:** The Agency is required to obtain and deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 15 days of the date of the award of the contract.
20. The Agency shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The BRDS shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Agency's employees performing duties under the contract.
21. The Agency will be responsible for any damages done to the property of the BRDS by the personnel so employed, and shall reimburse/replace or rectify any damage done.
22. The Agency shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the BRDS shall not be a party to any dispute arising out of such deployment by the Agency. The Agency shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the BRDS.
23. It shall be responsibility of the Agency to issue the employment card to the worker as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulations & Abolition) Act.
24. The BRDS has right to the demand for change/replace the personnel at any point of time.
25. BRDS/ RDD would ensure provision of the seating and working space for the deployed staff in Patna HQ, District or Block Headquarters as the case may be.
26. The Agency will supply a panel of suitable candidates (Minimum 3 for each position) to enable a proper choice to be made and depending on the qualifications/credential/experience. The selection would be made by the Competent Authority in BRDS.
27. The Agency shall replace immediately any of its personnel, if they are unacceptable to the BRDS because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of manpower supplied by the agency upon receiving written notice from BRDS.
28. The BRDS shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
29. The Agency personnel working in BRDS should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of the BRDS. The Agency shall be responsible for any act of indiscipline on the part of personnel deployed by them.

30. The Agency personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters as all are of confidential/secret nature.
31. The Agency personnel shall not claim any benefit/compensation/absorption/regularization of service with BRDS under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. Undertaking from the Personnel to this effect will be required to be submitted by the Agency to this office. The agency shall indemnify BRDS from any such liability.
32. Any dispute regarding working hours and regarding compensation to be paid to the workers deployed will be the responsibility of the Agency and no representation will be entertained on this issue by the BRDS.
33. The Agency shall ensure deployment of suitable professional/ support staff with proper background after investigation by the local police/ Gazetted Officer, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are found unsuitable by BRDS/ RDD for any reason, immediately on receipt of such a request.
34. The character and antecedents of each personnel of the Agency will be verified before their deployment and a certification to this effect submitted to the BRDS.
35. The Agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering around during working hours.
36. The Agency shall engage the necessary personnel as required by the BRDS from time to time. The said personnel engaged by the Agency shall be either the employee or on contract of the Agency and it shall be the duty of the Agency to pay their salary every month by 7th day of the succeeding month.
37. The transportation, food, medical and other statutory requirement in respect of each personnel of the Agency at the initial place of posting would be the responsibility of the Agency and that the BRDS will not entertain any claim in this regard. However, in some exceptional cases BRDS may take a decision to admit outstation TA/ DA as per BRDS constitutional guidelines. **The official visit will be paid as per the rules of BRDS.**
38. The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by BRDS, The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.
39. The Agency shall provide a substitute well in advance if there is any probability of the personnel leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
40. Payment to the Agency would be strictly on certification by the Officer with whom the personnel is attached that his services were satisfactory and attendance as per the bill preferred by the Agency.
41. The Agency shall be easily available at all times and message sent by e-mail/fax/letter from BRDS to the Agency shall be acknowledged immediately on receipt on the same day.
42. The period of contract will be for a period of 11 months(extendable on mutual terms based on the department requirement) from the date of signing the Agreement.
43. The decision of the CEO BRDS in any matter relating to this contract shall be final.
44. Any dispute arising out of the contract will be settled within the jurisdiction of Courts at Patna.

45. The Agency shall not assign, transfer, pledge or subcontract the performance of services without prior written consent of this office.
46. The Agency shall be under obligation to discharge all the liabilities envisaged herein either in express terms or by necessary implication from the terms and conditions and from the instructions to the bidders.

Date:
Place:

Signature of Authorized Officer of the Agency
Full Name
Seal