

Tender No. [BSEDC/4017/2021](#)

Date: [05/08/2021](#)

Request for Proposal

Selection of Manpower Agency for Staffing & Payroll Management

Bihar State Electronics Development Corporation Ltd.

A Government of Bihar Undertaking



BELTRON Bhawan, Shastri Nagar
Patna, Bihar - 800 023

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Glossary

S. No.	Terms	Definition
1.	A&M	Approach & Methodology
2.	BSEDC	Bihar State Electronics Development Corporation
3.	DD	Demand Draft
4.	EMD	Earnest Money Deposit
5.	ERP	Enterprise Resource Planning
6.	GoB	Government of Bihar
7.	Gol	Government of India
8.	INR	Indian National Rupee
9.	IT	Information Technology
10.	LoA	Letter of Award
11.	Lol	Letter of Intent
12.	LLP	Limited Liability Partnership
13.	MIS	Management information system
14.	MSA	Master Services Agreement
15.	O&M	Operations and Maintenance
16.	PBG	Performance Bank Guarantee
17.	PAN	Permanent Account Number
18.	RFP	Request for Proposal
19.	SOP	Standard Operating Procedure
20.	SOW	Scope of Work
21.	SLA	Service Level Agreement
22.	TAT	Turn Around Time
23.	ToR	Terms of Reference

Definition of terms

S. No	Term	Definition
1	Agreement /contract	The Agreement entered between the BSEDC Ltd. and the agency to be selected including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto
2	Bidder	The use of the term "Bidder" in the Tender means the Single Agency offering the proposal.
3	Bid /proposal	Offer by the Bidder to fulfill the requirement of the Client under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the Tender
4	Confidential information	All information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each stakeholder and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
5	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, etc.), inter alia payment and/or process related etc., source code and all its modifications;
6	Project implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by BSEDC or its nominated agencies;
7	Request for Proposal/ Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the BSEDC intends to buy and implement
8	SLA	The level of service and other performance criteria which will apply to the Services delivered by the Bidder; Performance and Maintenance SLA executed as part of the Master Service Agreement

Important Dates

S. No.	Particular	Details
1	Non-refundable cost of RFP document	Rs. 10,000/- (Ten thousand only) through e-payment only, else bid will be rejected
2	Tender Processing Fee	Rs. 5,000/- + applicable taxes through e-payment only, else bid will be rejected
3	Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Ten lakhs only) through e-payment else bid will be rejected
4	Start date of issuance of RFP document	5 th August 2021
5	Last date for issuance of RFP Document	8 th September 2021, up to 11:00 AM
6	Last date & time for Submission of Queries	17 th August 2021
7	Pre-Bid Conference	19 th August 2021 (Time to be notified)
8	Last date for Bid Submission	8 th September 2021, up to 04:00 PM
9	Date and time for opening of General cum Technical bids	9 th September 2021, 01:00 PM
10	Technical Presentation	To be Notified
11	Date and time for opening of Commercial bids	To be Notified

1. INVITATION FOR BIDS

1. As per direction, tenders are invited through e-procurement portal of Government of Bihar, from eligible, reputed Manpower service providers/ Payrolling agencies (“Bidders”) for the provision of Services as detailed out in the scope of work under “Terms of Reference” section of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in the “Evaluation Criteria and Qualification Criteria” section of this RFP document.

2.

Sl. No.	Bid Security	Duration of Contract	Cost of Bidding Document
1	INR 10, 00, 000 (Ten Lacs)	Three years	INR 10,000/-

3. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders and “Evaluation and Qualification Criteria” Section of bid document.
4. Bidding documents: The Bidder can download the RFP document(s) from the website www.eproc2.bihar.gov.in. The bid fee of INR 10,000/- and Tender Processing fees of INR 5,000/- + applicable taxes shall be submitted online only. The fee should be submitted along with the bidder’s proposal (Proposal). Proposals received without or with inadequate RFP Document fees shall be rejected.
5. It will be the responsibility of the bidder who is submitting the bid on downloaded bidding documents to check and see if any addendum/Corrigendum is issued in this regard on the website from time to time and ensure submission of bid along with all addendum/Corrigendum.
6. Earnest Money Deposit (EMD): Bidders shall submit an EMD of INR 10 Lacs (10,00,000/-) only, in online mode.
7. Address for Communication: Interested eligible Bidders may obtain further information from the following address:

Managing Director,
 Bihar State Electronics Development Corporation Ltd.,
 BELTRON Bhawan, Shastri Nagar, Patna 800023
 Email: mbeltron@bihar.gov.in

2. Fact Sheet

S. No.	Topic
1	<p>The method of selection is: Least Cost (L-1)</p> <p>Bidders, whose bids are responsive, based on minimum qualification criteria/ documents as in Pre-Qualification Criteria and score at least 70% in the (given) defined scoring mechanism would be considered technically qualified.</p> <p>The Bidder shall be selected on the basis of Least Cost (L-1) Method.</p>
2	RFP can be downloaded from www.eproc2.bihar.gov.in . Bidders are required to submit the tender cost and tender processing fees online (details mentioned above) along with the Proposal.
3	Earnest money deposit of amount INR 10,00,000/- by online payment mode in favour of Bihar State Electronics Development Corporation Ltd.
4	<p>A pre-bid meeting will be held on the mentioned date.</p> <p>The name, address, and contact details for correspondence is:</p> <p style="text-align: center;">Managing Director, Bihar State Electronics Development Corporation Ltd., BELTRON Bhawan, Shastri Nagar, Patna 800023 Email: mdbeltron@bihar.gov.in</p> <p>All queries should be received on or before the mentioned date either through post, or email.</p>
5	Proposals should be submitted in the following language(s): English
6	Proposals must remain valid for 90 days after the last date of submission.
7	Technical and Commercial Proposal shall be uploaded on e-procurement portal, www.eproc2.bihar.gov.in ,

3. Background information

3.1 Basic Information

- a) Bihar State Electronics Development Corporation Ltd, A Government of Bihar Undertaking, invites responses (“Tenders”) to this Request for Proposals (“RFP”) from reputed Manpower service providers/ Payrolling agencies (“Bidders”) for the provision of Services as described in Section 8 of this RFP, “Terms of Reference”
- b) Any contract that may result from this Government procurement competition will be issued for a period of 3 years.
- c) The Purchaser reserves the right to (may), with concurrence of the bidder, extend the Term for a period or periods of up to one year with a maximum of two such extensions on the same terms and conditions, subject to the Purchaser’s obligations at law.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process.

3.2 Project Background

Bihar State Electronics Development Corporations Ltd. (BSEDC Ltd., also known as Beltron), is a Government of Bihar Undertaking. It is the nodal agency of Government of Bihar to implement e-governance project in the State. BSEDC Ltd. also works as nodal agency for providing outsourced manpower services of Data Entry Operator/ IT Boy/Girl/ Stenographer & Programmer for deployment to Government Offices / PSU etc. on contractual basis. BSEDC Ltd. intends to engage a Manpower agency primarily for Payroll Management of the various Data Entry Operators, Programmer, Stenographer & IT Boy/ IT Girl already deployed/ to be deployed at various Government Offices / PSU on behalf of BSEDC Ltd.

4. Instructions to Bidders

4.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b. Without prejudice to the rights of the Purchaser and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if a Bidder or Systems Selected Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such

Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;
- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.3 Conflict of Interest

- a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, *inter alia*, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- b. The Purchaser requires that the Selected Agency provides solutions which at all times hold the Purchaser’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Selected Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- c. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder or Associates (or any constituent thereof) and any other Bidder or Associates (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Bidder; or

4.4 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - Comply with all requirements as set out within this RFP.

4.5 Pre-Bid Meeting & Clarifications

4.5.1 Pre-bid Conference

- a. Purchaser shall hold a pre-bid meeting with the prospective Bidders as per information given in the fact sheet in Section 2 above.
- b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) through email only as mentioned in the fact sheet in section 2 above.
- c. The queries should necessarily be submitted in the following format:

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			

- d. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

4.5.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the www.eproc2.bihar.gov.in and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.5.3 Key instructions of the bid

A. Right to Terminate the Process

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

B. RFP document fees

- a. The Bidder will download the RFP document(s) from the website www.eproc2.bihar.gov.in. The bid fee of INR 10,000 (INR Ten thousand only) should be submitted online. The RFP document fee must be submitted with proposal. Proposals received without or with inadequate RFP document fees shall be rejected.

C. Tender Processing document fees

- a. The bidder will have to pay a one-time Tender Processing Fee of INR 5,000 + Applicable Taxes (INR Fifteen thousand + Applicable Taxes) to be submitted online. The RFP document fee must be submitted with proposal. Proposals received without or with inadequate RFP document fees shall be rejected.

D. Earnest Money Deposit (EMD)

- a. Bidders shall submit an EMD of INR 10 Lacs (10, 00,000/-) only, in online mode
- b. EMD of all unsuccessful Bidders would be refunded by the Purchaser within 2 months of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. Proposals not accompanying the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- e. The EMD may be forfeited in the event of:
 - A Bidder withdrawing its bid during the period of bid validity
 - A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

4.5.4 Bid Processing Fee

Bid Processing Fee is mandatory to be paid through online mode i.e. Internet payment gateway (Credit/ Debit Card), Net banking, NEFT/RTGS.

5. Preparation of Proposal

- a. Bidders should submit their responses as per the formats given in this RFP which is to be uploaded on the website www.eproc2.bihar.gov.in
- b. Please note that prices should not be indicated in the technical proposal but should only be indicated in the commercial proposal.
- c. The submission of bid is to be made through www.eproc2.bihar.gov.in.
- d. All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- e. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorised signatory of the Bidder.

5.1 Bidder's authorized signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal.

5.2 Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.3 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

5.4 Venue & Deadline for Submission of Proposal

Proposals, in its complete form in all respects as specified in the RFP, must be submitted online before the end time.

5.5 Proposals received after designated time of submission

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) The Purchaser reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

5.6 Downloadability / Visibility of the uploaded document

The bidder shall ensure that the document uploaded on the e-procurement portal is clearly visible and downloadable.

5.7 Format and Numbering of the uploaded document

The bidder shall ensure that the documents uploaded are correctly numbered so that any specific document can be easily and quickly found using the appropriate serial/page no. All documents shall only be uploaded in the formats mentioned here: PDF, MS Office, Compatibility Mode, and JPEG Format. The unsuccessful opening or downloadability of documents which are uploaded in any format other than those mentioned above shall not be entitled for any claim whatsoever.

5.8 Issues in uploading document due to internet connectivity

No claims shall be entertained owing to issues of internet connectivity. The bidders are advised to upload the bid online well in advance of the deadline to avoid difficulties.

6. Evaluation & Qualification Criteria

6.1 Evaluation

6.1.1 Evaluation process

- a. The Purchaser will constitute a committee to evaluate the responses of the Bidders (Proposal Evaluation Committee).
- b. The Proposal Evaluation Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence may lead to the Bidder's Proposal being declared non-responsive.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Proposal Evaluation Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

6.1.2 Proposal opening

The Proposals submitted up to the last date and time mentioned above will be opened on the mentioned place, time and date by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity for attending the opening of the Proposal.

6.1.3 Proposal validity

The offer submitted by the Bidders should be valid for minimum period of 90 days from the last date of submission of the Proposal.

6.1.4 Award criteria

BSEDC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the standard process.

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

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

6.1.6 Notification of award

Prior to the expiration of the validity period, BSEDC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process /public procurement process has not been completed within the stipulated period, BSEDC, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, BSEDC will return the EMD of unsuccessful bidders.

6.1.7 Signing of Contract

After the BSEDC notifies the successful bidder that its proposal has been accepted, BSEDC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BSEDC and the successful bidder.

6.1.8 Failure to agree with terms and condition of RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BSEDC may award the contract to the next best value bidder or call for new proposals from the interested bidders.

6.1.9 Proposal evaluation

- a. Initial Proposal scrutiny will be held and to confirm that Proposals do not suffer from the infirmities detailed below. The proposal will be treated as non-responsive, if a Proposal is found to have been:
 - Submitted in manner not conforming with the manner specified in the RFP document
 - Submitted without appropriate EMD as prescribed herein
 - Received without the appropriate power of attorney
 - Containing subjective/incomplete information
 - Submitted without the documents requested in the checklist

- Non-compliant with any of the clauses stipulated in the RFP
- Having lesser than the prescribed validity period.
- The EMD of all non-responsive bids shall be returned to the bidders.

b. All responsive Bids will be considered for further processing as below.

Bihar State Electronics Development Corporation (BSEDC) will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

6.2 Criteria for evaluation

6.2.1 Pre-qualification (PQ) criteria

S. No.	Basic requirement	Specific requirements	Documents required
1	Legal Entity	The bidder should be registered in India under the Indian Companies Act, 1956 or a registered Limited Liability Partnership (LLP) firm, and additionally; The bidder should have been registered for the last five years.	Certificates of incorporation
2	Turnover from Manpower Services	The bidder should have an average annual turnover of INR 150 Crores or more from Manpower services and should have positive net worth during the last three financial years, (i.e. FY2017-18, 2018-19, 2019-20) For the purpose of this RFP, "Manpower services" is defined as recruitment process outsourcing, contingent recruitment, Payrolling and similar recruitment services. The above should not include any kind of remuneration earned for providing manpower services to any client organization with employees on the client's payroll.	Extracts from audited financial statements/ Certificate from Statutory Auditor for last three financial years clearly showing the turnover from Manpower Services in India
3	Project Experience	The bidder should possess experience of providing Manpower services (including Payrolling) in India and should be in the line of business for minimum period of 5 years.	Copy of Work Order/ Copy of Payment order / Engagement Letter (clearly establishing work undertaken at least 5 years ago from the last date of the bid submission)

S. No.	Basic requirement	Specific requirements	Documents required
4	Manpower capabilities	The bidder should have at least 20 manpower on its payroll engaged in providing manpower/ payroll services to various clients.	Self-Certificate by the authorised signatory (HR)
5	Registrations	The bidder should be registered with relevant authorities required for its conduct of business. The bidder must have registration certificate issued by the competent authority of State (any Indian state or Union Territory)/ Central Government & registration under Labour Laws.	Copy of the following documents needs to be submitted by the bidder: I. PAN II. GST Registration III. E.P.F. Registration IV. E.S.I. Registration
6	Technical Capability	Experience of providing Manpower services (including Payrolling) for at least 4,500 employees (on a monthly average over the last 3 years) to Government client (Any state or central) in India or PSU (Any state or central) or Public Sector Banks in India or Local/ Civic Authority	1. Practicing Chartered Accountant's (CA) certificate mentioning month-wise number of employees for whom Manpower services (including payrolling) were provided for the last 3 years (i.e. from January 2018 to December 2020) 2. Work Order/ Lol 3. Monthly EPF Challan that clearly mentions number of employees for which PF has been paid and clearly mentions TRRN number; it should be provided for the last 3 years (i.e. from January 2018 to December 2020)
7	No Blacklisting	The agency should not have been blacklisted by any state government, central government or any other public sector undertaking or a corporation as on the date of this RFP	An undertaking to this effect should be submitted
8	Quality Certification	The bidder should possess ISO 9001:2015 certification at the time of submitting bid	Copy of ISO 9001 : 2015 Certification

6.2.2 Technical Qualification Criteria

S. No	Criteria	Basis for Evaluation	Max marks	Supporting Documents
Company Profile			40	
1.	Average annual turnover of the bidder from Manpower services for the last three financial years. (i.e. FY 2017-18, 2018-19, 2019-20)	> INR 250 Crores: 30 marks > INR 200 Crores to <= INR 250 Crores: 20 marks > INR 150 Crores to <= INR 200 Crores: 10 marks	30	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2.	Number of years of experience in India	> 10 years: 10 marks Over 7 years but up to 10 years: 6 marks Over 5 years but up to 7 years: 3 marks	10	Certificates of incorporation
Relevant Strengths			50	
3.	Experience of providing Manpower services (including Payrolling) for at least 4,500 employees (on a monthly average over the last 3 years) to Government client (Any state or central) in India or PSU (Any state or central) or Public Sector Banks in India or Local/ Civic Authorities	Experience of providing Manpower services (including Payrolling) for more than 9,000 employees (on a monthly average for the last 3 years): 30 marks Experience of providing Manpower services (including Payrolling) for 7,000 – 9,000 employees (on a monthly average for the last 3 years): 20 marks Experience of providing Manpower services (including Payrolling) for 4,500 – 7,000 employees (on a monthly average for the last 3 years): 10 marks	30	1. Practicing Chartered Accountant's (CA) certificate mentioning month-wise number of employees for whom Manpower services (including payrolling) were provided for the last 3 years (i.e. from January 2018 to December 2020) 2. Work Order/ Lol 3. Monthly EPF Challan that clearly mentions number of employees for which PF has been paid and clearly mentions TRRN number; it should be provided for the last 3 years (i.e. from January 2018 to December 2020)
4.	Number of full-time manpower of the agency responsible for providing Manpower services to various clients	> 50 : 20 marks > 40 but up to 50: 15 marks > 30 but up to 40: 10 marks > 30 but up to 40: 10 marks	20	Self-Certificate by the authorised signatory (HR)

S. No	Criteria	Basis for Evaluation	Max marks	Supporting Documents
		>= 20 but up to 30: 5 marks		
Bidder's approach for leveraging Technology			10	
5.	IT system proposed to be leveraged by the bidder for tracking/ reporting, Employee Self Service, grievance management etc. and its integration with BSEDC ERP system	Demonstration of understanding of BSEDC's requirements and solution proposed for bringing in efficiency and transparency	10	Write up on the proposed solution along with along with technical details (Proposed Solution Document)
TOTAL			100	

Bidders, whose bids are responsive, based on minimum qualification criteria/ documents as in Pre-Qualification Criteria and score at least 70% in the (given) defined scoring mechanism would be considered technically qualified.

6.2.3 Commercial Bid Evaluation

- The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives who wish to attend.
- The Bidder shall be selected on the basis of L-1 Method, whereby a technically qualified bidder quoting the least Financial Cost per manpower per month will be declared as most responsive bidder.
- The Next Ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.
- In case, two or more bidders are found to be L-1, the work would be awarded to the bidder who scored highest Technical score among these L-1 bidders. In the eventuality of a tie between the top scoring L-1 bidders, the work would be awarded to one of these bidders through an open lottery system in the presence of these bidders.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies except GST and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected
- Errors & Rectification:** Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

7. TERMS OF REFERENCE (TOR)

7.1 Overview

BSEDC Ltd. is helping various Government departments/ PSU in Bihar by providing manpower services of Data Entry Operator, Programmer, Stenographer & IT Boy/ IT Girl on contractual basis. Currently, BSEDC is availing the services of a Manpower agency for deploying close to 9,000 contractual employees at various govt. office/ department/ PSUs of Bihar. The contract with the existing agency is coming to an end on 31st March 2021. BSEDC Ltd. intends to engage the services of a professional agency for managing deployment, payrolling and allied activities for these contractual employees.

7.2 Summary of the Scope of Work

The broad scope of work for agency to be selected can be grouped into the following categories:

- a. Migrating existing Manpower deployed at various government departments/ PSU in Bihar.
- b. Deploying additional Manpower based on the candidates provided by BSEDC Ltd.
- c. Managing the payroll process
- d. Maintaining/ updating the employee records
- e. Documenting the processes to be followed and ensuring they are followed
- f. Managing and addressing stakeholder grievances
- g. Integration and Reporting
- h. Providing access to IT System like mobile application and chatbot
- i. Supporting in transition and other activities

7.3 Detailed Scope of Work

The scope of work for the agency to be selected can be divided under the following heads:

A. Manpower Migration

- a. BSEDC Ltd. will provide a list of Data Entry Operators, Programmers, Stenographer & IT Boy/ IT Girl, who are currently deployed on contractual basis at various departments, PSUs and other organizations of Government of Bihar who needs to be on the rolls of the selected agency. Presently approximately 9,000 employees are deployed to various govt. office/department/PSUs of Bihar. BSEDC is expecting the demand to go up.
- b. BSEDC has a record of all the deployed employees containing their unique ID, ESIC number (If applicable) and EPF details. In case of any missing information, the selected agency will be responsible for coordinating with various stakeholders and maintaining clean and complete data.
- c. The selected agency needs to coordinate with the existing agency for migration of all the relevant data and processes for employee management.

B. Manpower Deployment

- a. In addition to the approximate 9,000 contractual employees, BSEDC has identified an additional 7,300 candidates for deployment at a later date. In case, the requirement goes up further, BSEDC would identify additional candidates. The selected agency is not expected to scout for candidates to be deployed and depending on the need, list of shortlisted candidates would be provided to the selected agency by BSEDC Ltd. Selected agency is required to coordinate with these candidates for their deployment at various organizations of Government of Bihar.
- b. The selected agency needs to on-board the candidate digitally without the candidate visiting the agency's office physically.
- c. The digitally signed copy of the joining letter should be provided to the candidates.
- d. The selected agency will issue photo identity card to each deployed manpower after their acceptance of service by the user Department.
- e. The agency can't charge any amount from the candidates for deployment or any other stage. Non-adherence of this clause may lead to termination of the agreement and/ or initiation of legal action against the selected agency.
- f. The selected agency is not expected to deduct any amount from the compensation of the contractual employees (except the required statutory obligations or optional Medical Insurance) unless approved by BSEDC Ltd. in writing.
- g. BSEDC may, in future, identify new category of manpower and may or may not avail the services of the selected agency for their deployment.

C. Payroll Management

- a. The selected agency will be responsible for the payroll management of the employees. Since BSEDC currently works on a "Collect and Pay" model with the Departments of Government of Bihar, in case of delayed payment by the Departments, the selected agency may be asked to process arrears and/ or salary for the deployed manpower for a period prior to the agency's selection. While the agency would be paid a rate as per the contract between BSEDC Ltd. and it, a payment of Rs. 200 per employee per month (excluding GST) would be paid for processing the salaries of the employees for the period prior to the engagement of the agency. As on 13th January 2021, the salary of 5,420 employees for 16,299 man-months (including the month of December 2020) was found pending to be disbursed.
- b. The agency needs to process the salary of the employees within 5 bank working days upon receipt of payment for salary from BSEDC against respective employees.
- c. The agency needs to maintain detailed records for salary and other benefits processed against all the employees.
- d. The UAN number should be provided to the employee within one month of joining the department.
- e. The ESIC card needs to be provided to the employees within 3 months of their deployment.
- f. The agency needs to prepare and upload the salary slip of the employees in the BSEDC ERP system within 5 days of their salary deposited into their bank account.

- g. The statutory payments of the ESIC and EPF should be made by the employer at the earliest and well within 30 days of such payment being released by BSEDC Ltd.
- h. The agency needs to process all the requests related to ESIC/EPF, i.e. registration, claim, transfer/ renewal and withdrawal.
- i. The selected agency will ensure timely payments of remunerations and other statutory levies for the deployed manpower. The selected agency will promptly communicate any important matter/ notice/information from BSEDC Ltd. to the deployed manpower and vice versa. The agency would comply with all the provision of various labour Laws and other applicable enactments from time to time. BSEDC Ltd will not be responsible for any dispute arising out of non-adherence or contravention of Labour Laws, and any other statutory laws applicable.
- j. BSEDC Ltd. shall not be responsible for any injury suffered by the person while performing his/ her duty. The agency will ensure that the benefits under ESI/EPF and other labour laws are made available to the manpower on roll.
- k. No additional payment will be made to the employees for working beyond any fixed working hours or on weekend and holidays.

D. Integration and Reporting

- a. The ERP/ MIS being used by the agency should have the capability of integration with BSEDC ERP.
- b. The agency needs to prepare and update report dashboard (with flagging of discrepancies) that will have the reports downloadable in MS-excel and PDF format. The following data types are to be a part of the report:
 - i. Payment Advice Report: The report will consist of all the logs of every payment ever made by manpower agency to and for the contractual employees including the regulatory payments such as EPF and ESIC.
 - ii. Non-Current Salary Report: The report will contain the list of employees who have not received their salaries till the current month.
 - iii. Non-current PF Report: The report will contain the list of employees whose EPF payment has not been submitted with EPFO till the current month.
 - iv. Non-current ESIC Report: The report will contain the list of employees whose ESIC payments have not been made till the current month.
 - v. Employee master-list: The list should contain details of all the employees who are deployed at various departments. The list should include their personal information, bank details, UAN details, department, joining date and ID.
- c. Relevant changes to rules/ laws (if any) is made by central/ state government and/or any other regulatory authority pertaining to management of manpower, needs to be brought to the notice of BSEDC within 15 working days of such changes and should be implemented with the approval of BSEDC.
- d. The selected agency is expected to provide a report on migration of all existing contractual employees within a month of the agreement start date.
- e. In addition to the Monthly reports on processing of salaries and other benefits/ statutory requirements based on the payments released by BSEDC Ltd., selected agency should provide monthly SLA adherence report

- f. In the event of delay by the agency in the payments against statutory obligations like EPF/ ESIC, salaries (only in cases when such payments have been made by BSEDC to the agency for further disbursement to the employees) beyond the stipulated timelines, and failure on the part of the selected agency in meeting various required obligation(s), BSEDC Ltd. will levy penalty as per the agreed upon SLAs. In case of the selected agency is found to hold salaries/ other statutory obligations of the contractual employees for a period exceeding 31 days from their release by BSEDC Ltd., BSEDC Ltd. may invoke the Performance Bank Guarantee (PBG) submitted by the agency and terminate the contract/ initiate legal actions, if deemed appropriate by BSEDC Ltd.
- g. Once the relevant modules of the BSEDC ERP system is ready, the selected agency is expected to undertake various data entry and reporting in it.

E. Process documentation and adherence

For ease of operations, it is expected that the selected agency would get various SOPs documented and approved by BSEDC Ltd. within a month of their selection. This would ensure that the selected agency and BSEDC Ltd. agree upon a common approach of executing the assignment. Few of the following activities identified for with SOPs/ Manuals are expected are:

- i. Manpower Deployment – With special emphasis on:-
 - 1. Process involved
 - 2. Approvals chain
 - 3. TATs for various activities
 - 4. Documents involved
 - 5. Stakeholders involved
- ii. Salary Disbursement – With special emphasis on:-
 - 1. Process involved
 - 2. Approvals chains
 - 3. TATs for various activities
 - 4. EPF/ ESIC Process and Records
 - 5. Stakeholders involved
- iii. Reporting – With special emphasis on:-
 - 1. Type of Reports
 - 2. Periodicity of Reports
 - 3. Contents of Report Dashboard
 - 4. Roles & Responsibilities
- iv. Grievance Redressal – With special emphasis on:-
 - 1. Categorization of Grievances
 - 2. Process of Grievance Redressal
 - 3. Escalation Matrix
 - 4. SLAs and TATs
 - 5. Contents of Grievance Dashboard

The selected agency needs to get the above documents drafted and approved by BSEDC Ltd. within 30 days of its selection. The SOPs once approved by BSEDC would be binding on

the selected agency. The selected agency should also ensure the implementation of these SoPs as per the agreed upon timelines.

The selected agency is also expected to get a plan for exit management approved by BSEDC, at least a month prior to the expiry of the contract and submit Exit reports for the release of final payment.

F. Employee Relations (Grievance Redressal)

- a. The selected agency is expected to keep a close time record of all the grievances received, action taken and their resolution. In case of manual complaints, they also need to be moved to portal-based system that will also act as data bank for all complaints lodged.
- b. Grievance dashboard is to be created, updated and maintained by the selected agency.
- c. All the queries/ grievance received should be logged in grievance database and it should have audit trails and current status of the cases should be accessible by the aggrieved.
- d. In case of indecent behavior of deployed manpower, the agency upon the directives provided by BSEDC shall make necessary arrangements to terminate the employee and replace the person with suitable candidate.
- e. The selected agency will be responsible for the creation of Grievance Redressal Cell exclusively for BSEDC Manpower engagement. The cell needs to comprise of at-least Two manpower. The selected agency is expected to provide a Toll-free number on which the employees can call, register their grievance and get a tracking number. The selected agency is also expected to leverage Technology and provide various modes to employees for registering their grievance like Chatbot and Mobile app in addition to Employee Self Service Portal. All the grievances and their resolution need to be updated in a system accessible to BSEDC in order to provide close to real-time updates. Once ready, BSEDC would provide the selected agency an access to its ERP system and expects the selected agency to get all the details uploaded to it..

G. Exit Management

- a. After completion of its tenure or in the case of termination (if any) of the services, the agency shall transfer all data to new agency related to services provided by them.
- b. The agency should provide all the data to BSEDC Ltd. at least 15 days prior to the last date of contract expiration/ termination. In case BSEDC Ltd. decides to engage a new manpower agency, the selected agency is expected to handhold and transfer all data to the new agency within 15 days of receipt of such request from BSEDC Ltd.

H. Other activities

- a. The agency will maintain confidentiality and secrecy of any and all official information about the Bihar State Electronic Development Corporation Ltd and any assigned offices of state of Bihar which may come to its knowledge or to the knowledge of its personnel/deployed manpower as a part of its engagement with BSEDC. Such confidentiality and secrecy shall be maintained by the selected agency while and after discharge of obligation under the contract.

- b. The agency needs to comply with all the changes of rules and regulations by BSEDC regarding manpower management.
- c. Selected agency is expected to open an office/ project office at Patna (in absence of one at Patna) with at-least 2 full-time resources deployed within one month of us getting the work-order. The office would be functional for the entire contract duration.
- d. The agency needs to open its bank account in INDIAN OVERSEAS BANK (BELTRON Bhawan, Shastri Nagar, Patna Branch) for all its activities related to transactions with BSEDC.
- e. The agency, post starting the BSEDC operations, compulsorily needs to open the salary account of the new BSEDC manpower in INDIAN OVERSEAS BANK (BELTRON Bhawan, Shastri Nagar, Patna Branch).
- f. Selected agency is required to nominate a Single Point of Contact (SPOC) with whom the Manpower team of BSEDC would interact on a regular basis. The person is expected to be available for all key meetings called by BSEDC Ltd.
- g. Selected agency is expected to obtain a registration with the EPF office in Patna and wherever possible opening of new EPF accounts should be done with the Patna office.

7.4 Service Levels

This section describes the service levels to be established for the Services offered by the selected agency to Bihar State Electronics Development Corporation Ltd. (BSEDC). The selected agency shall monitor and maintain the stated service levels to provide quality service to BSEDC. Following tables outlines the key service level requirements, which needs to be ensured by the selected agency during the contract duration.

1. Service Performance Metrics

S. No.	Names	Timelines	Penalty
1.	Accurate processing of payment to employees	Within 5 bank working days of receipt of payments from BSEDC	Rs. 50 for delay of each calendar day per applicable employee on each occasion of breach
2.	Timeliness in of EPF Filing	Within 30 days of receipt of payment from BSEDC	Rs. 50 for delay of each calendar day per applicable employee on each occasion of breach
3.	Timeliness in of ESIC Filing	Within 30 days of receipt of payment from BSEDC	Rs. 50 for delay of each calendar day per applicable employee on each occasion of breach

2. Additional Service Level

In addition to the above SLAs, BSEDC Ltd. may impose additional penalties for delays on availability of support/ data/ IT system being provided by the selected agency and other activities/ events related to agency's

performance effecting BSEDC's ability for effectively delivering, managing or monitoring Manpower services to its client or in meeting various statutory compliances.

Service levels would be measured on a monthly basis by BSEDC or its nominated agency. BSEDC Ltd. reserves the right to finalize the severity level of the additional service requests raised for availability of data/ reports / Grievances redressal Change request management etc..

3. Severity Classification for additional SLAs to be imposed

Severity Classification	Description	Example	Applicable Penalty if not being met
Critical	<ul style="list-style-type: none"> Performance/ System degradation that impacts operations Concerns demanding immediate attention Business risk is moderate to low. 	<ul style="list-style-type: none"> Change requests made in application or processes 	INR 40,000 for not successfully meeting the timelines mutually agreed upon and Rs 5000 per week of delay. Any delay beyond 4 weeks of agreed timelines may result in to breach of contract and BSEDC reserves the right to invoke the performance bank guarantee.
Major	<ul style="list-style-type: none"> Other problems with no business impact Shall include components from problems where operations is not impacted 	<ul style="list-style-type: none"> Delay in resolving employee grievances 	INR 20,000 for not meeting the deadline assigned by BSEDC (should not be less than a week)
Minor	<ul style="list-style-type: none"> Other problems with no business impact 	<ul style="list-style-type: none"> Additional report required 	INR 10,000 for not meeting the deadline assigned by BSEDC (should not be less than a week)

The above list is not exhaustive and BSEDC Ltd. reserves the right to finalize and modify the SLAs during the course of the agreement. The above penalties would be calculated and are applicable on a monthly basis.

In case of events beyond the control of the selected agency / exceptional circumstances, BSEDC may consider to waive-off a part or the whole of the penalties based on the bidder's request.

Under no circumstances the penalties would exceed 100% of the monthly payment to be paid to the selected bidder. In case the penalties are found to breach 100% of the monthly payment for three consecutive months, it would be considered a breach of contract and BSEDC reserves the right to terminate the contract and invoke the PBG.

7.5 Payment Terms

The salary disbursement amount of the deployed manpower and the payment for the services rendered by the selected agency would be released together to the selected agency by BSEDC Ltd. on a regular basis post the same is received from various user departments.

The amount mentioned in the financial proposal should be inclusive of all charges, except the GST which will be paid extra as per the prevailing rates. No other charges in addition to the “service charge” as mentioned in the financial proposal will be paid to the vendor for fulfilling its scope of work under this contract

Currently close to 9000 contractual Manpower are being provided by BSEDC Ltd. to various Government Departments/ PSU in Bihar. The contract value would be arrived at by using the following formula:

$$\text{Contract value} = \text{Rate quoted by the successful bidder} \times 36 \times 9,000$$

The above is no means implies that BSEDC Ltd. would be liable to deploy 9,000 manpower using the selected bidder or to pay the above amount to the selected bidder. The actual payment would be made to the selected bidder based on the actual number of monthly payrolls processed and fulfilment of other contractual obligations.

8. Appendix I: Forms

8.1 Form 1: Compliance Sheet for Technical Proposal

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of Technical proposal)

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 4	Yes / No	
2.	Legal Entity	Certificates of incorporation	Yes / No	
3.	Turnover from Manpower Services	Extracts from the audited financial statements; OR Certificate from the statutory auditor	Yes / No	
4.	Project Experience	Copy of Work Order / Copy of Payment order / Engagement Letter AND Project citation (Form 5)	Yes / No	
5.	Registrations	Copies of: i. PAN ii. GST Registration iii. E.P.F. Registration iv. E.S.I. Registration	Yes / No	
6.	Technical Capability	Statutory Auditor's certificate	Yes / No	
7.	Number of full-time manpower of the agency responsible for providing Manpower services to various clients	Self-Certificate by the authorised signatory	Yes / No	
8.	The agency should not have been blacklisted by any state government, central government or any other public sector undertaking or a corporation	An undertaking to this effect should be submitted	Yes/ No	
9.	The bidder should possess ISO 9001:2015 certification	Copy of ISO 9001 : 2015 Certification	Yes/ No	

S. No.	Specific Requirements	Documents Required	Compliance	Reference & Page Number
10.	IT system proposed to be leveraged by the bidder and its integration with BSEDC ERP system	Approach note	Yes / No	

8.2 Form 2: Particulars of the Bidder

General Profile of the bidder

S. No.	Particulars	Details
1	Company Details	
a	Name of the Company/Firm	
b	Registered Office Address	
c	Telephone Number	
d	Date of Incorporation	
e	ROC Reference No. (if applicable)	
f	Details of company registration	
g	Fax Number	
h	E-mail	
i	Correspondence/ Contact address	
2	Detail of contact person	
a	Name and Designation	
b	Telephone Number	
c	Fax Number	
d	e-mail	

Registration Details of the bidder

S. No.	Particulars	Details
1	PAN	
2	GST Registration Number	
3	EPFO Registration Number	
4	ESIC Registration Number	
5	ISO 9001:2015 Registration	(Yes/ No)

8.3 Form 3: Technical Capabilities of the bidder

Turnover from Manpower Services

Financial Year	Average Annual Turnover	Net-worth	Profit (or Loss)
2017-18			
2018-19			
2019-20			

Manpower Capabilities of the bidder

S. No.	Name of Full-time Employees of the bidder involved in providing Manpower services to various clients	Qualification	No. of years of Experience	Major Clients Served
1				
2				
3				
	Please add rows as reqd. (up to a max. of 60 rows)			

Financial Year	Name of Client	Cost of Assignment (INR)	Period (Starting from latest assignment to oldest assignment)	Number of Manpower Deployed
	Please add rows as reqd.			
Monthly average number of Manpower deployed in 2019-20				
Monthly average number of Manpower deployed in 2019-20 to Government (central or state) client/ PSU (central or state)				
Monthly average number of Manpower deployed in 2018-19				
Monthly average number of Manpower deployed in 2018-19 to Government (central or state) client/ PSU (central or state)				
Monthly average number of Manpower deployed in 2017-18				
Monthly average number of Manpower deployed in 2017-18 to Government (central or state) client/ PSU (central or state)				
Monthly average number of Manpower deployed in 2016-17				
Monthly average number of Manpower deployed in 2016-17 to Government (central or state) client/ PSU (central or state)				
Monthly average number of Manpower deployed in 2015-16				
Monthly average number of Manpower deployed in 2015-16 to Government (central or state) client/ PSU (central or state)				

8.4 Form 4: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir,

We, the undersigned, offer to provide solutions to the Purchaser on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to provide services related to the assignment as per the Terms of Reference.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

8.5 Form 5: Project Citation Format

Summary of the bidder's experience

S. No.	Name of Assignment	Name of Client	Cost of Assignment	Period Of Assignment	Project features relevant to the assignment
1.					
2.					
3.					
4.					
5.					

Detailed Project citations

Relevant project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Outcomes of the project	
Other Details	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Extract from the relevant pages of the contract/ Copy of Work Order/ Letter from the client to indicate the successful completion of the projects	

9. Appendix II: Financial Proposal

9.1 Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Subject: Submission of the Financial bid for Staffing and Payroll Management services

Dear Sir,

We, the undersigned, offer to provide Staffing and Payroll Management services in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals).

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes except GST.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section 7 - TERMS OF REFERENCE (TOR)>. These prices are indicated in Commercial Bid attached with our Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

10. Appendix III: Template for PBG

10.1 Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Designation>

Bihar State Electronics Development Corporation,
BELTRON Bhawan, Patna

<Phone Nos.>

Email id: md.beltron@gov.in

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated by the Purchaser in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of INR<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>

- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

10.2 Form 2: Affidavit Format

AFFIDAVIT

- 1) I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct and if found fake/forged, the undersigned will be liable for infliction upon the HR and lawful punishment as well as black listing.
- 2) The undersigned also hereby certifies that neither our firm M/shas been black listed nor has abandoned any work in any government department, India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
- 3) The undersigned hereby authorizes and request(s) and bank, person, firm or corporation for furnish pertinent information deemed necessary and requested by the BSEDC Ltd. to verify this statement or regarding my (our) competence and general reputation.
- 4) The undersigned understands and agrees that further qualifying information may be required and agrees to furnish any such information at the request of the BSEDC Ltd.
- 5) We undertake to provide a Performance Bank Guarantee (PBG) of value INR **15,00,00,000** only (Fifteen Crores only), if selected, within 21 days of issuance of Letter of Intent by BSEDC Ltd.
- 6) The bid is not being submitted as a Consortium
- 7) We undertake to open an office/ project office at Patna (in absence of one at Patna) with at-least 2 full-time resources deployed within one month of us getting the work-order. The office would be functional for the entire contract duration.

(Signed by an Authorized Signatory of the Firm)

Title of Officer
Name of Firm
Date:

11. Appendix IV: Draft Master Service Agreement

AGREEMENT

This Agreement is made on this day of 2021 at Patna, India.

BETWEEN

Managing Director, Bihar State Electronics Development Corporation, Patna (Here in after called **BSEDC** which Expression shall, unless excluded by or repugnant to the subject or context, Include executers, administrators, successors in office and assigns) of the First Party

AND

Vendor Name registered under _____ (e.g. *the Companies Act, 1956*) having its registered office at **Vendor Address** (hereinafter called **Abbreviation of Vendor Name (if any)** which expression shall, unless excluded by or repugnant to the subject or Context, includes executers, administrators, successors in office and assigns on the Second party.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

- i. BSEDC has been desirous to engage the services of a professional agency for Staffing & Payroll Management of various contractual employees it provides to various Government departments/ PSUs in Bihar
- ii. In furtherance of the same, BSEDC undertook the selection of a suitable Agency through a competitive bidding process and in this behalf issued Request for Proposal (RFP) dated <***>.
- iii. The successful bidder has been identified as the most responsive bidder on the basis of the bid response set out as Annexure to this agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below

Term	Meaning
Adverse Effect	means material adverse effect on (a) the ability of the Selected Agency to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Business Hours	shall mean the working time for Purchaser users which is 9:30 AM to 6:30 PM. It is desired that IT maintenance, backup etc. should be planned so that such activities have minimum effect on the performance;

Confidential Information	<p>means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each stakeholder and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);</p> <p>All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its execution and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".</p>
Control	<p>means, in relation to any business entity, the power of a person to secure</p> <p>(i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or</p> <p>(ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;</p>
Deliverables	<p>means the products and services agreed to be delivered by the selected Agency in pursuance of the agreement as defined more elaborately in the RFP;</p>
Force Majeure	<p>shall have the same meaning ascribed to it in Clause 16</p>
Indemnifying Party	<p>shall have the same meaning ascribed to it in Clause 15.1;</p>
Indemnified Party	<p>shall have the same meaning ascribed to it in Clause 15.1;</p>
Services	<p>means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created,</p>

	procured, installed, managed and operated by the Selected Agency including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure;
SLA	The level of service and other performance criteria which will apply to the Services delivered by the Bidder; Performance and Maintenance SLA executed as part of the Master Service Agreement;

1.2 Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) use of any gender includes the other genders;
- c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g) references to times are to Indian Standard Time;
- h) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- i) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- j) "Selected Agency" or Vendor has been used for the same entity i.e. bidder selected for the project.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5 Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement along with Schedules and Annexures;
- (c) the RFP along with subsequently issued addendum/ corrigendum to the RFP (if any)
- (d) Technical and financial proposal submitted by the successful bidder along with subsequently issued clarifications furnished by the Selected Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

2 SCOPE OF WORK

Detailed scope of work for the selected bidder is as follows:

<< TOR, Deliverable, Time Lines and SLAs >>

3 TERM AND DURATION OF THE AGREEMENT

This Agreement shall come into effect on <***> 2021 (hereinafter the 'Effective Date') and shall continue for a period of **3 years** effective from the date of the Contract start date, unless terminated earlier (as per clause 14), in which case the contract will get terminated on fulfillment of all obligations mentioned as per clause 14

4 CONDITIONS PRECEDENT & EFFECTIVE DATE

4.1 Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Selected Agency.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth below.

4.2 a. Conditions Precedent of the Selected Agency

The Selected Agency shall be required to fulfill the Conditions Precedent in which is as follows:

- i. to provide a Performance Security/Guarantee and other guarantees/ payments within 21 days of the receipt of notification of award from the purchaser; and

4.2 b. Conditions Precedent of the Purchaser

The Purchaser shall be required to fulfill the Conditions Precedents which are as follows:

- i. Approval of the Project by a Competent Authority

4.3 Extension of time for fulfillment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

4.4 Non-fulfillment of the Selected Agency's Conditions Precedent

- (a) In the event that any of the Conditions Precedent of the Selected Agency have not been fulfilled within 15 days of signing of this Agreement and the same have not been waived fully or partially by Purchaser or its nominated agencies, this Agreement shall cease to exist;
- (b) In the event that the Agreement fails to come into effect on account of non-fulfillment of the Selected Agency's Conditions Precedent, the Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Selected Agency and the Purchaser shall forthwith forfeit the Earnest Money Deposit.
- (c) In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Selected Agency prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Purchaser or its nominated agencies, free and clear from any encumbrances or claims.

5 PAYING AUTHORITY

Managing Director BSEDC, Patna will be paying authority. He will pay to **Vendor Name** against Invoice verified by Project Lead (BSEDC).

6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties of the Selected Agency

The Selected Agency represents and warrants to the Purchaser or its nominated agencies that: [Note: A concept of materiality could be introduced for some of the clauses, on request of the successful bidder]

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;
- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (e) in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to Purchaser's normal business operations
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (g) the information furnished in the Selected Agency's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

6.2 Representations and warranties of the Purchaser or its nominated agencies

Purchaser or its nominated agencies represent and warrant to the Selected Agency that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- (b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- (g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects;
- (j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- (k) upon the Selected Agency performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Selected Agency, in accordance with this Agreement.

7 Contract Period

The contract duration shall be a period of three (3) years from the date of contract start date.

8 Arbitration

BSEDC and M/S **Vendor Name** shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement.

If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference to Bihar Arbitration Tribunal in accordance with Bihar Public Works Contracts Dispute Arbitration Tribunal Act, 2008, Rules framed there under or procedure prescribed by the Bihar Arbitral Tribunal. The award of Bihar Arbitral Tribunal shall be final and binding on the parties. It is further clarified in case any dispute/s is/are not come in the preview of "Work Contract" defines under the Section 2 (k) of the public Works Contracts Dispute Arbitration Tribunal Act, 2008, then in that case same shall be governed as per provisions of Arbitration and conciliation Act, 1996 and shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English.

The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction and sole arbitrator shall be appointed by the Managing Director, BSEDC.

9 CONFIDENTIALITY

- 9.1 The term “Confidential Information” for the purpose of this clause means any information, including information created by or for the other Party, whether written or oral (which is confirmed in writing by disclosing party within 15 (fifteen) days of such oral disclosure) , which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either Party or any of its affiliates, or any client of either Party.
- 9.2 Either party shall keep any Confidential Information with the same degree of care as it would treat its own confidential information of similar nature, which degree of care in no case shall be less than reasonable.
- 9.3 Either party shall use the Confidential Information only for the purposes of this Agreement and not for any other purposes.
- 9.4 Either party shall cause all its employees or agents who have been given access to the Confidential Information bound by the confidentiality obligations of this Agreement.
- 9.5 The obligations of confidentiality under this section shall survive even termination or expiration of this Agreement and for a period of one year thereafter.
- 9.6 Nothing in this Article shall prevent a Party from treating confidential information as non-confidential, if such information is:
- a) In the possession of, or was known to such Party prior to its receipt, without an obligation to maintain its confidentiality;
 - b) Becomes generally known to the public without violation of this agreement by such Party;
 - c) Obtained by such Party from a person
 - i. Who such Party does not know to have violated, or to have obtained such information in violation of any obligation to another person or the other Party with respect to such information
 - ii. Who does not require such Party to refrain from disclosing such information
 - iii. Who has the right to disclose it, without the obligation to keep such information confidential
 - d) Independently developed by such Party without the use of confidential Information and without the participation of individuals who have had access to confidential information.
 - e) Is required to be disclosed by such Party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject.

10 LANGUAGE

This MSA has been executed in English Language, which shall be the binding and controlling language for all matters relating to the meaning of interpretation of this MSA.

11 ACCESS TO THE PURCHASER OR ITS NOMINATED AGENCIES LOCATIONS

11.1 For so long as the Selected Agency provides services to the Purchaser or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, the Purchaser as the case may be or its nominated agencies shall, subject to compliance by the Selected Agency with any safety and security guidelines which may be provided by the Purchaser as the case may be or its nominated agencies and notified to the Selected Agency in writing, provide the Selected Agency with:

- (a) reasonable access, in the same manner granted to the Purchaser or its nominated agencies employees, to the Purchaser as the case may be location twenty-four hours a day, seven days a week;
- (b) reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other the Purchaser as the case may be location, if any, as may be reasonably necessary for the Selected Agency to perform its obligations hereunder and under the SLA.

11.2 Limited access to BSEDC ERP system shall be made available to the Selected Agency on an “as is, where is” basis / as per scope of work defined in the tender by the Purchaser as the case may be or its nominated agencies. The Selected Agency agrees to ensure that its employees, agents and contractors shall not use the BSEDC ERP system for the following purposes:

- (a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- (b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

12 GOVERNING LAW & JURISDICTION

“This Agreement shall be governed by the laws in India and courts in Patna only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.”

13 BILLING

Bill should be raised in favor of Managing Director, BSEDC in triplicate for payments. BSEDC may require that **Vendor Name** raises their invoices in the BSEDC ERP system for them to be considered by BSEDC.

14 TERMINATION OF THE AGREEMENT AND ITS CONSEQUENCE

14.1 FOR MATERIAL BREACH

- (a) In the event of the breach of any terms of this Agreement by the Service Provider, BSEDC shall be entitled to terminate this Agreement forthwith. The decision of M.D., BSEDC as to any breach shall be final and binding on the Service Provider.
- (b) In the event of breach, BSEDC shall have the right to recover any loss, damage or cost of hardship from the service provider caused due to the breach of the terms of this Agreement. The decision of M.D., BSEDC in this regards shall be final and binding on the Service Provider.
- (c) The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Selected Agency has taken place.
- (d) In the event that Selected Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Selected Agency by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Selected Agency.
- (e) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

14.2 TERMINATION FOR CONVENIENCE

- (a) The Purchaser may at any time terminate the Contract for any reason by giving the Selected Agency a notice of termination that refers to this clause.
- (b) Upon receipt of the notice of termination under this clause, the Selected Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the work already executed, or any work required by the Purchaser for smooth transition.

14.3 EFFECTS OF TERMINATION

- (a) In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Selected Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Selected Agency may be forfeited.
- (b) Purchaser agrees to pay Selected Agency for i) all charges for Services Selected Agency provides and any Deliverables and/or system (or part thereof) Selected Agency delivers through termination

and any charges at the tendered rate, for extension period beyond termination as decided by the Purchaser.

- (c) If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment expenses to Selected Agency incurs as a result of such termination (which Selected Agency will take reasonable steps to mitigate).

14.4 Termination of this Agreement due to bankruptcy of the Selected Agency

The Purchaser may serve written notice on Selected Agency at any time to terminate this Agreement with immediate effect in the event that the Selected Agency reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies

15 INDEMNIFICATION

15.1 Subject to Clause 15.4 below, Selected Agency (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.

15.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

15.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- a) Indemnified Party's misuse or modification of the Service;
- b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- i. Procure the right for Indemnified Party to continue using it

- ii. Replace it with a noninfringing equivalent
- iii. Modify it to make it noninfringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

15.4 The indemnities set out in Clause 15 shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

15.5 The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 9 and breach of Clause 15.

15.6 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 15.1) even if it has been advised of their possible existence.

15.7 The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

Vendor Name shall ensure compliance with all applicable laws, local and Central, including all labour laws like ESI,EPF, Minimum wages Act, Bihar Shops & Establishments Act, Contract Labour (Regulation and abolition) Act 1970, Payment of Bonus Act etc. and shall keep BSEDC indemnified and harmless in case of any action for violation by **Vendor Name** of any of the applicable laws so long as this arrangement is in force. For all purposes the persons deployed will be employees of **Vendor Name** and they will have no relation whatsoever with BSEDC. **Vendor Name** shall be responsible to furnish all such information/documents to BSEDC in this regard as may be required by it from time to time. Furthermore, upon request made by BSEDC, **Vendor Name** shall furnish the self-attested copies of all returns/challans filed by **Vendor Name** in the office of ESI,EPF, Minimum wages Act, Contract Labour etc. from time to time. All claims regarding indemnity shall survive the termination or expiry of the Contract.

16 FORCE MAJEURE

16.1 Definition of Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

16.2 Force Majeure events

A Force Majeure shall include, without limitation, the following:

war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

16.2.1 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

16.2.2 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

16.2.3 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 16.

16.2.4 No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance,

if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

16.2.5 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

16.2.6 In the event of termination pursuant to Clause 15, the rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.

16.2.7 Notwithstanding Clause 16.2.4, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

17 AUDIT, ACCESS AND REPORTING

The Selected Agency shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Selected Agency and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule I of this Agreement.

18 EXIT MANAGEMENT

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

19 CHANGE PROCEDURE

In case BSEDC desire any change in the scope of **Vendor Name's** obligation under this Agreement and such change is likely to cause financial hardship to **Vendor Name**, **Vendor Name** shall convey to BSEDC the time schedule and cost of the proposed change. BSEDC shall signify either its approval or disapproval to **Vendor Name** of such estimation from **Vendor Name**. If BSEDC does not accept the estimation, then the change request shall be deemed to be cancelled and **Vendor Name** shall be relieved from all obligations to perform such change.

20 Schedule of Payments

A payment of INR _____ (excluding GST) would be paid to Vendor Name for processing payroll and associated services per employee per month.

The payment would be made for the services rendered by the selected agency along the with salary disbursement amount.

<p>SIGNED AND DELIVERED BY (on behalf of BSEDC)</p> <p>Signature</p> <p>Name & Designation:</p> <p>Address : Beltron Bhawan, Shastri Nagar, Patna-800023</p>	<p>In the presence of</p> <p>Signature</p> <p>Name & Designation.....</p> <p>Address</p> <p>.....</p>
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<p>SIGNED AND DELIVERED BY (on behalf of Vendor Name</p> <p>Signature</p> <p>Name & Designation:</p> <p>Address:</p>	<p>In the presence of</p> <p>Signature</p> <p>Name & Designation</p> <p>Address</p> <p>.....</p>
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SCHEDULE I - AUDIT, ACCESS AND REPORTING

1 PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the Purchaser or its nominated agency and the Selected Agency.

2 AUDIT NOTICE AND TIMING

2.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits. The Purchaser or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Selected Agency any further notice of carrying out such audits.

2.2 The Purchaser or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Selected Agency, a security violation, or breach of confidentiality obligations by the Selected Agency, provided that the requirement for such an audit is notified in writing to the Selected Agency a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Selected Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

2.3 The frequency of audits shall be a (maximum) half yearly, provided always that the Purchaser or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Selected Agency. Any such audit shall be conducted by with adequate notice of 2 weeks to the Selected Agency.

2.4 Purchaser will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of Selected Agency and will be bound by confidentiality obligations.

3 ACCESS

The Selected Agency shall provide to the Purchaser or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Chairperson, PIU / Steering Committee shall have the right to copy and retain copies of any relevant records. The Selected Agency shall make every reasonable effort to co-operate with them.

4 AUDIT RIGHTS

4.1 The Purchaser or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- (i) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Purchaser and documentation related thereto;
- (ii) That the actual level of performance of the services is the same as specified in the SLA;
- (iii) That the Selected Agency has complied with the relevant technical standards, and has adequate internal controls in place; and
- (iv) The compliance of the Selected Agency with any other obligation under the MSA and SLA.
- (v) (vi) For the avoidance of doubt the audit rights under this Schedule shall not include access to the Selected Agency's profit margins or overheads, any confidential information relating to the Selected Agency' employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the MSA.

5 AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

- 5.1 The Selected Agency shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors who supply labour, services in respect of the services. The Selected Agency shall inform the Purchaser or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- 5.2 REPORTING: The Selected Agency will provide quarterly reports to the Chairperson, PIU / Steering committee regarding any specific aspects of the Project and in context of the audit and access information as required by the Purchaser or its nominated agency.

6 ACTION AND REVIEW

- 6.1 Any change or amendment to the systems and procedures of the Selected Agency, or sub- contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- 6.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Purchaser or its nominated agency and the Selected Agency Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

7 TERMS OF PAYMENT

The Purchaser shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the Selected Agency, for all reasonable assistance and information provided under the MSA by the Selected Agency pursuant to this Schedule.

8 RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Selected Agency shall maintain true and accurate records in connection with the provision of the services and the Selected Agency shall handover all the relevant records and documents upon the termination or expiry of the MSA.

Annexure: Bid response submitted by the Selected Agency