



# Bihar Urban Infrastructure Development Corporation Ltd.

(A Govt. of Bihar Undertaking)

# **REQUEST FOR PROPOSAL**

For

# APPOINTMENT OF HUMAN RESOURCE MANAGEMENT AGENCY IN BUIDCO

Through e-procurement mode only - www.eproc.bihar.gov.in

No. BUIDCo/Vi-319-18-75 Date : 10-12-2018

- 1. BUIDCo Urban Infrastructure Development Corporation Ltd. (BUIDCO) represents a Government company constituted by the Government of Bihar under the Companies Act, 1956 on 16th June 2009 and is mandated with the development of various urban infrastructure development schemes in the state. The objective of the company is to provide efficient infrastructure system in the State. It is headquartered at Patna.
- 2. BUIDCo hereby invites Proposals from interested organizations as per norms laid out in the Request for Proposal document (RFP).

| S.No | S.No Name of work   |         | Bid<br>Document<br>Cost<br>(In Rs.) | Bid<br>Security<br>(EMD)<br>(In Rs.) | Project Period |
|------|---|---------|-------------------------------------|--------------------------------------|----------------|
| 1.   | Appointment of Human Resource Management Agency in BUIDCo | 1,180/- | 5,000/-                             | 1,00,000/-                           | 3 Years        |

2. Place & Date of Pre-bid meeting : Date 28.12.2018 Time 03:00 PM.

BUIDCo office, Khadya Bhawan, 2<sup>nd</sup> floor, Daroga Rai Path,

R. Block Road No.-2, Patna-800 001

3. Date of downloading of bid document : From 20.12.2018 to 21.01.2019 up to 02:00 PM

Through website www.eproc.bihar.gov.in

4. Last date and time for receipt (upload) of bids : Date 22.01.2019 up to 03:00 PM

Through website www.eproc.bihar.gov.in

5. Last Date and time for Submission of hard copy of bid
 6. Time and date of opening technical bids
 Date 23.01.2019 up to 04:00 PM
 Date 23.01.2019 up to 04:30 PM

7. Time and date of opening of financial bids : To be communicated later on.

8. Place of opening of bid : Through website www.eproc.bihar.gov.in

9. Period of bids validity : 120 days

10. Officer inviting bids : Chief Engineer, BUIDCo

- 11. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc.bihar.gov.in
- 12. For support related to e-tendering process, bidders may contact at following address "e- Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164". Vendor may visit www.eproc.bihar.gov.in.
- 13. Detailed N.I.T can be seen at website: www.eproc.bihar.gov.in.
- 14. BUIDCO will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
- 15. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
- 16. For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website: www.eproc.bihar.gov.in and download/participate ine-tender
- 17. Those whose are not registered in e-tendering systems, they may contact "e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna- 800001, Contact No: 0612-2523006; 7542028164" for registration.
- 18. BUIDCO., Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for operation and evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
- 19. The detail of the bidding process and summary of the scope of consultancy services for the project is included in the RFP document.
- 20. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum/addendum if any published before submitting the bids online.
- 21. In the unlikely event of the server for www.eproc.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the

- original NIT.
- 22. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
- 23. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.
- 24. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
- 25. In exceptional circumstances, the competent authority, BUIDCO may solicit the Bidder's consent to an extension of the period of validity.
- 26. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- 27. The bidders shall submit their eligibility, qualification details, Technical bid, Financial bid etc., in the online standard format given for respective tenders in e-Procurement website (<a href="www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
- 28. Corrigendum/ Addendum, if any, will be published on the eproc.bihar.gov.in website itself.
- 29. Bidder should submit the Tender Fee/ EMD and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 30. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 31. A bid processing fee of 1,180 (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of beltron. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.
- 32. The original demand draft against bid document cost, original demand draft or bank guarantee of Rs. 01.00 lakh as bid security, affidavits should be submitted through hard copy submission.

BUIDCo reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

Sd/-Chief Engineer, BUIDCo, Patna

Bihar Urban Infrastructure Development Corporation, 2<sup>nd</sup> Floor, Khadya Bhawan, Road No.- 02, Daroga Prasad Rai Path, R Block, Patna – 800 001 (Tel: 0612-2506109,Email: mdbuidco@gmail.com)



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# **REQUEST FOR PROPOSAL**

For

# APPOINTMENT OF HUMAN RESOURCE MANAGEMENT AGENCY IN BUIDCO

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No. BUIDCo/Vi-319-18-75 Date : 10-12-2018

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BUIDCo hereby invites Proposals from interested organizations as per norms laid out in the Request for Proposal document (RFP).

| S.No | Name of work  | Bid Processing<br>fees (Beltron)<br>(In Rs.) | Bid<br>Document<br>Cost<br>(In Rs.) | Bid Security<br>(EMD)<br>(In Rs.) | Project Period |
|------|---|--|-------------------------------------|-----------------------------------|----------------|
| 1.   | Appointment of Human Resource Management Agency in BUIDCo | 1,180/-                                      | 5,000/-                             | 1,00,000/-                        | 3 Years        |

2. Place & Date of Pre-bid meeting : Date **28.12.2018** Time **03:00** PM.

BUIDCo office, Khadya Bhawan, 2<sup>nd</sup> floor, Daroga Rai Path,

R. Block Road No.-2, Patna-800 001

3. Date of downloading of bid document : From **20.12.2018 to 21.01.2019** up to **02:00** PM

Through website www.eproc.bihar.gov.in

1. Last date and time for receipt (upload) of bids : Date 22.01.2019 up to 03:00 PM

Through website www.eproc.bihar.gov.in

5. Last Date and time for Submission of hard copy of bid : Date **23.01.2019** up to **04:00** PM
6. Time and date of opening technical bids : Date **23.01.2019** up to **04:30** PM

7. Time and date of opening of financial bids : To be communicated later on.

8. Place of opening of bid : Through website <u>www.eproc.bihar.gov.in</u>

9. Period of bids validity : 120 days

10. Officer inviting bids : Chief Engineer, BUIDCo

BUIDCo reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

Sd/-Chief Engineer, BUIDCo, Patna

Bihar Urban Infrastructure Development Corporation, 2<sup>nd</sup> Floor, Khadya Bhawan, Road No.- 02, Daroga Prasad Rai Path, R Block, Patna – 800 001 (Tel: 0612-2506213/2506109,Email: mdbuidco@gmail.com)

# 1. DATASHEET

| Sl. No. | Information to Bidders   |  |  |  |
|---------|--|--|--|--|
| 1       | Name of the Client: Bihar Urban Infrastructure Development Corp. Ltd. (BUIDCO), Govt. of Bihar (GoB)                                 |  |  |  |
|         | Name of the Assignment: "Appointment of Human Resource Management Agency in BUIDCO"  |  |  |  |
| 2       | Financial Proposal to be submitted together with Technical Proposal: Yes   |  |  |  |
| 3       | There shall be a <b>pre-proposal meeting</b> as under:-  |  |  |  |
|         | Date and Time: 28.12.2018 at 03:00 PM.   |  |  |  |
|         | Venue: Bihar Urban Infrastructure Development Corporation Ltd. office  |  |  |  |
|         | The address for requesting clarifications is:  |  |  |  |
|         | Managing Director  |  |  |  |
|         | Bihar Urban Infrastructure Development Corp. Ltd.  |  |  |  |
|         | 2 <sup>nd</sup> Floor, Khadya Bhawan, Daroga Rai Path,   |  |  |  |
|         | Road No 2, R-Block, Patna -1   |  |  |  |
|         | Phone No91-612-2506208/109, 2506132 (fax);   |  |  |  |
|         | e-mail-mdbuidco@gmail.com  |  |  |  |
|         | Website: www.buidco.in   |  |  |  |
| 4       | Proposals must remain valid for 120 days from the submission date.   |  |  |  |
| 5       | The Bid Security amount is as under in prescribed format: <b>Rs.</b> 100000/- (Rs. One Lakh only)in the form of Demand Draft         |  |  |  |
|         | in favour of "Managing Director, Bihar Urban Infrastructure Development Corporation Ltd." payable at Patna                           |  |  |  |
| 6       | Payment of non-refundable Document fee of Rs. 5,000/-(Rs. Five thousand only) must be submitted along with the                       |  |  |  |
|         | proposal by way of Demand Draft in favour of "Managing Director, Bihar Urban Infrastructure Development                              |  |  |  |
| 7       | Corporation Ltd." payable at Patna  Consortium and Joint Ventures with other firms for this assignment are NOT permitted.            |  |  |  |
| 8       | Amounts payable by BUIDCO to the firm under the contract shall be subjected to local taxes if any. The BUIDCO will                   |  |  |  |
| O       | pay GST, on prevailing rates as applicable on the consultancy charges.   |  |  |  |
| 9       | Proposals must be submitted through e-tender. Last date and time for receipt (upload) of bids <b>Date: 22.01.2019 Time:</b>          |  |  |  |
|         | 03:00 PM.  |  |  |  |
| 10      | <b>Method of selection:</b> The selection is based on <b>LCM</b> and further details on the evaluation process are specified in RFP. |  |  |  |
|         | The proposal (first envelope containing the technical proposal only) will be opened first and evaluated as specified in the          |  |  |  |
|         | RFP. The financial proposal of only those bidders will be considered who are technically qualified.                                  |  |  |  |
| 11      | <b>E-Proc Fees :</b> The Bid processing fees payable to BELTRON shall be Rs.1180/-   |  |  |  |
| 12      | Hard copies: The Bidders have to submit Bid document cost, EMD, undertaking/affidavit in the form of hard copies to                  |  |  |  |
|         | BUIDCo office on the date mentioned in NIT.  |  |  |  |

#### **DISCLAIMER:**

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

BUIDCO reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.eproc.bihar.gov.in.

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BUIDCo accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BUIDCo, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this subject.

The issue of this RFP does not imply that BUIDCo is bound to select an Applicant for the project and BUIDCo reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BUIDCO. or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BUIDCO. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for

submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BUIDCO. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in

preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Sd/-Chief Engineer BUIDCO, Patna Details of schedule for the bid are given below:-.

| Sl. | Activity  | Timeline & Address   |
|-----|---|--|
| 1   | Online Sale/Download date of Tender documents                   | From 20.12.2018 (10:00 Hrs) Till 21.01.2019 (14.00Hrs) www.eproc.bihar.gov.in                                |
| 2   | Pre-bid Meeting date (Only two members per bidder are allowed). | 28.12.2018<br>(03:00 PM.)<br>(At confrence hall, BUIDCo.)  |
| 3   | Last date for submission of Bids (online) and hard copy.        | 22.01.2019<br>Till 15.00 Hrs.  |
| 4   | Opening of Bids   | 23.01.2019 At 16:30 Hrs  |
| 5   | Date of opening of Commercial bids                              | To be informed later for technically qualified bidder.   |
| 6.  | Cost of Bidding Document(Tender Fee)                            | Tender Fee Rs 5,000 ( Non Refundable) to be paid through DD/ online mode.                                    |
| 7.  | EMD   | Rs 1,00,000 (One Lakhs only) (Refundable) in the form of Bank Guarantee (BG) /DD in favour of "MD, BUIDCo.". |

RFP document shall be available on website: www.eproc.bihar.gov.in For Queries & Clarifications, send e-mail to:mdbuidco@gmail.com

Sd/-Chief Engineer, BUIDCo.

#### **Instructions for Online Bid Submission**

- 1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: <a href="www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
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- 6. For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website: www.eproc.bihar.gov.in and download/participate in e-tender.
- 7. Those whose are not registered in e-tendering systems, they may contact "e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna- 800001, Contact No: 0612-2523006; 7542028164 " for registration.
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- 18. Corrigendum/ Addendum, if any, will be published on the e-proc website itself (www.eproc.bihar.gov.in)
- 19. Bidder should submit the Tender Fee/ EMD and the Technical Bid in hard copy also as per Clause of this RFP.

The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

- 20. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
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- 22. The original demand draft against Bid document cost, original DD or Bank Guarantee of Rs.1.00 Lakh as Bid security, Affidavit should be submitted through hard copy submission.

23.

#### 2. INTRODUCTION

# 2. Background

- 2.2.1 Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCO) represents a Government company constituted by the Government of Bihar under the Companies Act, 1956 on 16<sup>th</sup> June 2009 and is mandated with the development of various urban infrastructure development schemes in the state. The objective of the company is to provide efficient infrastructure system in the state. It is headquartered at Patna and has project offices at different locations.
- 2.2.2 BUIDCO is mandated to work on assignments pertaining to all departments of Government of Bihar or any other department, agency, organization or body through Urban Development Department or directly. These activities include but not limited to:
  - All types of buildings, Roads, Parks, Water supply project, Sewerage project, Infrastructure for transport and other infrastructure.
- 2.2.3 BUIDCO hereby invites Request for Proposal from reputed Human Resource Management Agency for recruitment and providing other administrative services in BUIDCo.

# 3. Request for Proposal

2.3.1 The purpose of RFP is to select an agency for providing services of recruitment and regulation of employees in BUIDCo and to provide other human resource administrative services to BUIDCo.

# 4. Scope of Work of Human Resource Management Agency (HRMA)

- 2.4.1 Recruitment and deployment of various positions as and when required by BUIDCo
- 2.4.2 Web portal: Create Web portal and receive online applications. Maintenance of website would be the responsibility of the HR agency. The web portal would also have link with payment gateways where candidates can submit their examination fees along-with submission of their application using credit cards/ debit cards/ internet banking, etc.
- 2.4.3 Statutory compliances of the employees shall be done by the agency, like EPF, ESI, salary slips, leaves records, etc.
- 2.4.4 To amend/prepare BUIDCo's Service Regulation, Bye-Laws and policies, etc.

# All the acts must be done in consultation with and after approval of BUIDCo.

The detailed scope can be categorized into following parts:

# **Part A – Recruitment and Deployment**

- 2.4.4.1 To discuss with BUIDCo representative to find out the recruitment to be done by BUIDCo for various jobs and evaluation method for selection.
- 2.4.4.2 Design advertisement and invite applications for various positions in leading print media. The cost of notification of advertisement will be borne by BUIDCo.
- 2.4.4.3 Create Web portal and receive online applications. The amount of examination fees for various categories would be decided by BUIDCo and credited in BUIDCo's account.
- 2.4.4.4 Finalize the selection process and shortlisting criteria as per direction of BUIDCo (online test if required)

- 2.4.4.5 Provide complete list of applicants clearly indicating their eligibility or otherwise to BUIDCo in both soft and hard copy.
- 2.4.4.6 Screen and shortlist applications
- 2.4.4.7 Preparation of letter for test/interview as per agreed selection process.
- 2.4.4.8 Finalize the list of candidates with approval of BUIDCo and prepare Offer /appointment letters to the selected candidates.
- 2.4.4.9 The list of waitlisted candidates shall also be prepared by the HRMA
- 2.4.4.10 Verify academic qualification, previous work experience, credentials, testimonials and other particulars mentioned by the candidates.
- 2.4.4.11 The HR Service Provider should also assist in ensuring that the candidates identified do not have any police record/criminal record, etc. against them.

# Part B - Human Resource Management

- 2.4.4.12 Preparation of attendance sheet of all the employees of BUIDCo per month on the basis of biometric, attendance register or any other system developed in BUIDCo and then take approval from BUIDCo management. In initial period it will be calculated on manual/ prevalent system thereafter it will be processed through software.
- 2.4.4.13 Ensure statutory compliance like EPF, ESI, Gratuity, etc. as required by the prevailing norms including filling of challan and return and update the same in software.
- 2.4.4.14 To Design necessary reporting pattern, MIS system for better functioning of entire human resource in line with instruction of BUIDCO officials.
- 2.4.4.15 Handle and prepare answers to any recruitment related questions asked under Right to Information as per the rules and regulations of Government of Bihar and/or decision of Hon'ble High Court, etc.
- 2.4.4.16 To assist legal and company law section

#### Part C- Implementation of e-HRMS (Web portal)

- 2.4.4.17 Create Web portal and maintain website for recruitment, statutory compliances, updation of employees records, etc.
- 2.4.4.18 Implementation of e-HRMS complying day to day activities and norms running in Government organization and BUIDCo.
- 2.4.4.19 It must be noted that in addition to software, manual claim processing will be continued till further orders of Competent authority or during the entire duration of the assignment.

# Part D - BUIDCo's Service Regulation, Bye-Laws and policies

2.4.4.20 Prepare/amend BUIDCo Service regulation, BUIDCo Bye-laws and other Policies as required.

# 5. Duration of the assignment

2.5.1.1 The agency will be required to provide the desired services for a period of 36 months after signing the agreement.

2.5.1.2 Notwithstanding anything contained herein above, BUIDCo reserves the right to extend the tender after completion of agreement period on the basis of performance and the services may be discontinued if evaluated as unsatisfactory at any time during the contract period.

# 6. Eligibility Criteria

- 2.6.1 The bidder should be incorporated or registered as a Partnership Firms, Private Limited Company, Public Limited Company, or Society/ trust since last 5 years. Incorporation/Registration certificate should be furnished as documentary proof.
- 2.6.2 The bidder should be in HR Consulting for at least 3 years. A list of clients being served or served in by the bidder must be provided with the Technical Bid in the prescribed format along with documentary proof.
- 2.6.3 The bidder should have experience in atleast 2 organisations in creating web portal/software.
- 2.6.4 The bidder should have experience in managing Statutory and other compliances like salary slips, leaves records, EPF, ESI etc.
- 2.6.5 The bidder should have valid registration under GST Rules, Income Tax, EPFO, ESI Corporation and under Labour Act. The copies of GST Registration Certificate, Permanent Account Number (PAN), EPF registration certificate and ESI registration certificate should be furnished as documentary proof.
- 2.6.6 The average annual turnover of the bidder for the past 3 years (2015-16, 2016-17 and 2017-18) should not be less than Rs. 50 Crores. A copy of the Audited Balance Sheet must be submitted with the Technical Bid.
- 2.6.7 HRMA should have ISO certified.
- 2.6.8 The HRMA must have filed income tax returns for the financial years 2015-16, 2016-17 and 2017-18 Copy of Income Tax Return should be furnished as documentary proof.
- 2.6.9 The Minimum team size of the agency should be more than 100 professionals.
- 2.6.10 The Bidder should have supplied 20 personnel in at-least two State/ Central Government organizations / PSUs or Government Autonomous Organizations/ Large Private sector Enterprises in single contract for a minimum period of 2 years.
- 2.6.11 The bidder should not have been black listed by any State Government or Central Government. A self-declaration to this effect shall be submitted by the bidder.

# 7. Place of Duty, working hours, punctuality and Salary

- 2.7.1 The personnel so deployed shall have to report for duty at BUIDCO office or deputed at any project office or associated department of BUIDCo anywhere in Bihar.
- 2.7.2 The place may be changed and intimated from time to time as per the requirement.
- 2.7.3 The normal working hours of the personnel deployed shall be as applicable on BUIDCo staff.
- 2.7.4 BUIDCO will have discretion to change the normal working hours of some or all of the personnel deployed under intimation to the Agency.
- 2.7.5 The manpower so deployed shall have to adhere to the punctuality strictly. Daily attendance will be adhered to as per BUIDCo rule.
- 2.7.6 Duration of the deployment may be mutually extendable and would be communicated in writing by BUIDCO to the hired agency.

- 2.7.7 The HRMA will be allowed Casual leaves and gazetted holidays of Bihar Government only after sanction from Competent Authourity.
- 2.7.8 The personnel provided by the agency, shall understand the work responsibility and shall complete the work assigned by BUIDCO. The work may be completed on or after office time or on holidays. Payment of any overtime or compensation demanded will be, solely the responsibility of agency.
- 2.7.9 The minimum salary to be paid to the staff should not be less than the Minimum wages approved by the Government of Bihar.
- 2.7.10 The Agency will compulsorily appoint the team members whose CVs have been submitted with the RFP
- 2.7.11 The replacement of any of the team member of the Agency shall be done only after prior approval of BUIDCo.

# 8. Security Considerations

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

# 9. Payment Schedule

- 2.9.1 The successful bidder shall be paid a rate on requirements basis. No other payment shall be made to the bidder.
- 2.9.2 The Agency shall submit a monthly invoice to BUIDCO against its remuneration. No advance payments shall be allowed.
- 2.9.3 The Agency shall make regular payment of remuneration to the personnel deployed for a particular calendar month. The payment by BUIDCO shall be subject to applicable deductions, taxes and penalties, if any, as well as adjustments in respect of any other dues as may be recoverable from the Agency in respect of non-performance of any obligations under the contract.

# 10. Performance Security

The Firm will furnish within 10 days of the issue of Letter of Acceptance (LOA), an Account Payee Demand Draft / Unconditional Bank Guarantee (in BUIDCO format – Appendix 1)/ in favour of "Managing Director, Bihar Urban Infrastructure Development Corporation Limited" payable/en-cashable at Patna, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 5% (percent) of the total annual contract value towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of services. The Bank Guarantee will be released after six months of successful

completion of the assignment. Failure to give performance security within the stipulated time period will give right to the employer to encash EMD submitted by the Bidder.

#### 3. INSTRUCTION TO THE APPLICANTS

#### 3.1 General

In preparing their Proposals, applicants are expected to examine in detail the documents comprising this RFP Document. Material deficiencies in providing the information requested may result in rejection of the applicant. The Applicants are requested to submit the proposal and all their correspondence in English.

#### 3.2 Number of Applications

Each applicant is eligible to submit only one proposal in the format prescribed in the RFP.

#### 3.3 Proposal Validity

The Proposal shall remain valid for acceptance by the BUIDCO for a period of 120 days from the last date of submission of proposals. In case of need BUIDCO may request the Applicants to extend the period of validity of their proposals on the same terms and conditions.

# 3.4 Pre-bid Queries

The Applicants can also submit their queries in writing (through email: mdbuidco@gmail.com) to the Managing Director, BUIDCO. Enquiries, if any, can be addressed to:

## The Managing Director,

Bihar Urban Infrastructure Development Corp. Ltd., 2<sup>nd</sup> Floor, Khadya Bhawan, Daroga Rai Path Road No-2, R-Block Patna-800001, BIHAR

All communication seeking clarifications pertaining to the RFP document, if any, should reach the designated official on or before **28.12.2018** 

BUIDCO shall endeavor to clarify the queries and upload the same on site

#### 3.5 Amendment of RFP

At any time prior to the Proposal Due Date, BUIDCO for any reason, whether on its own initiative or in response to clarifications requested by a prospective applicant, may modify and/or amend the RFP Document or part thereof by the issuance of an amendment.

Any amendment thus issued shall form a part of the RFP Document and shall be Uploaded to the site.

To give the prospective Applicants reasonable time in which to take such amendments/modifications into account for preparing their Proposals, BUIDCO reserves the right to extend the Proposal Due Date.

#### 3.6 Association of consultants and Sub-Consultants

Associates or Joint Venture arrangement or Consortiums are **not allowed** under the assignment.

# 3.7 Confidentiality

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred Applicant / Successful Applicant shall not be disclosed to any person who is officially not concerned with the Bidding Process or is not a retained professional advisor advising BUIDCO in relation to, or matters arising out of, or concerning the Bidding Process. BUIDCO shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the

same in confidence. BUIDCO shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or BUIDCO.

#### 3.8 Litigation History

Any entity which has been barred/blacklisted by the Central/ State Government, or any entity controlled by it, from participating in any assignment/ project, and the bar subsists as on the date of Application (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit Application, either individually or as an associate.

# 3.9 Conflict of Interest

The Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified.

#### 3.10 Fraud and Corrupt Practices

The Applicants and their respective officers, employees, agents shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, BUIDCO may reject an Application and forfeit the EMD without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the Bidding Process.

Without prejudice to the rights of BUIDCO hereinabove, if the Applicant is found by BUIDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any RFP issued by BUIDCO during a period of 2 (two) years from the date such Applicant is found by BUIDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice, as the case may be.

#### 4. SUBMISSION & EVALUATION OF THE PROPOSAL

#### 4.1 Submission of Proposal

The Proposal shall be submitted through e-procurement portal: www.eproc.bihar.gov.in

- a) The Bidder/ applicant shall download the RFP document from website: <a href="www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> and upload the soft copy/ scanned copy of the required documents together with filled up documents on the website <a href="www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>.
- b) Each applicant shall submit a hard copy of the original bid security, Bid document cost, Power of Attorney, Undertaking/. It is clarified that the applicant will not be required to submit a hard of its technical proposal.
- c) The hard copy of Bid will be duly sealed in an envelope, which will be superscribed as follows:
  - "Appointment of Human Resource Management Agency in BUIDCO: NIT No:-
  - **Qualification proposal**
  - Do not open before specified time on Bid due date
- d) The hard copy of the Bid will either be hand delivered or sent by registered post at the address mentioned in Bid data sheet. BUIDCo shall not accept any hard copy of the bid beyond the deadline of its submission time.

#### 4.2 Evaluation of Proposal

#### 4.2.1 **Technical Evaluation**

- 4.2.1.1 BUIDCO will shortlist the bidders who meet 'Eligibility Criteria' and each of the responses shall be validated for compliance with the technical requirements specified in the format, on the basis of the supporting documents specified therein. In their own interest, the bidders are advised to ensure that they meet all the specified eligibility criteria and submit all the relevant documents along with the Bid. Any clarification or addition/amendment to the Technical Bid, after submission will not be considered for evaluation.
- 4.2.1.2 The bidders who achieve the minimum cut-off marks of 70 or more will qualify technically and their bid will be eligible for financial evaluation.
- 4.2.1.3 A list of qualified bidders will be prepared on the basis of the technical evaluation.
- 4.2.1.4 The Financial Bids of only those bidders who shall qualify in the Technical Bid will be opened.
- 4.2.1.5 The Lowest Quoting Bidder (L1) among all the technically qualified bids received shall be selected for award of the work.

# 4.2.1.6 Content of the Technical Proposal

The Technical Proposal shall necessarily comprise the following:

- a)Incorporation/Registration certificate of the Company/Firm
- b) List of clients being served/served by the Bidder
- c)Experience certificate of atleast two organization in creating web portal/software
- d) Work orders justifying supply of manpower to at least five State/ Central Governments or PSU.
- e)Audited accounts of the last 3 years (2015-16, 2016-17 and 2017-18) with statement of Annual Turnover
- f) Copy of PAN, TAN, GST, PF, ESIC registration, ISO Certificate.
- g) Declaration and name of HR team and other professional
- h) Proof of supply of 20 personnel in at at-least two State/ Central Government organizations / PSUs or Government Autonomous Organizations/ Large Private sector Enterprises in single contract for a minimum period of 2 years
- i) A notarized affidavit of non-blacklisting by any Government department/private agency.

Technical evaluation will be carried in below mentioned marking pattern:

| 1  | General Profile of the Firm  | 40 |
|----|--|----|
| A. | Turnover of the Firm   | 10 |
|    | More than 50 Cr but up to 75 Cr.   | 5  |
|    | More than 75 Cr but up to 100 Cr.  | 8  |
|    | More than 100 Crore  | 10 |
| В. | Experience HR Consultancy Work in<br>Government Departments/PSUs/ Private<br>sector across India | 20 |
|    | More than 3 Assignments but up to 5 Assignments  | 12 |

|    | More than 5 but up to 7 Assignments   | 15 |
|----|---|----|
|    | More than 7 Assignments   | 20 |
|    |   |    |
| C. | Experience of the agencies in creating web portal/software to receive online applications | 10 |
|    | More than 1 Assignments but up to 2 Assignments   | 5  |
|    | More than 2 but up to 5 Assignments   | 8  |
|    | More than 5 Assignments   | 10 |
| 2. | Key- Professionals  | 60 |
| A  | Team Leader   | 15 |
|    | Experience of 15 – 17 years   | 10 |
|    | Experience of 17 – 20 years   | 13 |
|    | Experience more than 20 years   | 15 |
| В  | Deputy Team Leader  | 11 |
|    | Experience of 10 – 12 years   | 6  |
|    | Experience of 12 – 15 years   | 9  |
|    | Experience more than 15 years   | 11 |
| С  | Law Officer   | 5  |
| D  | Manager - Hiring  | 5  |
| Е  | Manager – HR Compliance   | 5  |
| F  | Manager - Compliance  | 5  |
| G  | Programmer  | 5  |
| Н  | Assistant Manager - Personnel   | 3  |
| I  | Assistant Manager – Hiring  | 3  |
| J  | Asistant Programmer   | 3  |

4.2.1.7 The formats of the Technical Proposal to be submitted as per the requirement of the formats provided in the RFP. In case of non-compliance with the formats, marks may be deducted.

# 4.2.2 Financial Evaluation

In this stage, financial proposal of only such applicants will be opened who obtain minimum qualifying 70 or above Marks prescribed. The Financial Proposal to be submitted in the format (Fin 2) provided in the RFP.

# **4.3 Manpower Requirement at present** (may be enhanced as per requirement)

4.3.1 Posts with Qualification structure.

| S.N | Name of the post   | Qualification   |  |  |  |
|-----|--------------------|---|--|--|--|
| 1   | Team Leader HR     | Should be MBA (HR) with post qualification experience of at least 15 years,     |  |  |  |
|     | (01 No)            | should have worked in any Government company/department or private              |  |  |  |
|     |                    | company having strength of at-least 500 resources (at-least single firm).       |  |  |  |
| 2   | Deputy Team        | Should be MBA (HR) having experience of atleast 10 years in HR. Must have       |  |  |  |
|     | Leader – HR (1 No) | knowledge in administration, recruitment, Government reservation policies, etc. |  |  |  |
| 3   | Law Officer (1 No) | LLB having experience of atleast 5 years in Government or Private sector.       |  |  |  |

| 4                                    | Manager-Hiring      | MBA (HR) with at least 5 years of post-qualification experience and should    |
|--------------------------------------|---------------------|---|
|                                      | (1 No.)             | have provided consulting to any government organization or hired at least 100 |
|                                      |                     | resources from initial process of requirement gathering to confirmation of    |
|                                      |                     | probation period.   |
| 5 Manager-HR MBA (HR) with at lea    |                     | MBA (HR) with at least 5 years of post-qualification experience and should    |
|                                      | Compliance          | have provided consulting to any government organization or private company    |
|                                      | (1 No.)             | having strength of at-least 500 resources. He/ she must be aware about all HR |
|                                      |                     | compliance and duly experienced in this regard.                               |
| 6                                    | Manager –           | MBA (Finance) or CS (Intermediate) with atleast 5 years' experience in        |
|                                      | Compliance (01 No)  | Company Law.  |
|                                      |                     |   |
| 7                                    | Programmer (01 No)  | B-Tech/ BE in Computer Science/IT, at least 5 years' experience in creating   |
|                                      |                     | web-portal, software development, must be aware about HR software.            |
| 8 Assistant Manager- MBA (HR) with a |                     | MBA (HR) with at least 2 years of post-qualification experience and should    |
|                                      | Hiring              | have provided consulting to any government organization or hired at least 50  |
| _                                    |                     | resources from initial process of requirement gathering to confirmation of    |
| probation perio                      |                     | probation period.   |
| 9                                    | Assistant Manager – | Government servant retired from the post of Section officer/equivalent having |
|                                      | Personnel (01 No)   | experience in personnel/establishment section.                                |
| 10                                   | Assistant           | B-Tech/ BE/MCA in Computer Science/IT, at least 2 years' experience in        |
|                                      | Programmer (01 No)  | creating web-portal, software development, must be aware about HR software.   |
| 11                                   | Assistants (5 Nos.) | Graduate with at least 2 years' experience in office documentation in         |
|                                      |                     | Government or Private sector. DCA with knowledge of English as well as Hindi  |
|                                      |                     | Typing  |
| 12                                   | Computer Operator   | Intermediate with DCA with at least 1 year post qualification experience      |
|                                      | (2 Nos.)            | (English as well as Hindi typing)   |

Note: All the above mentioned positions compulsorily required to be filled alongwith submission of their CVs.

4.3.2 BUIDCO may come up with more requirements of manpower in terms of quantity of deployed personnel and other manpower requirements. The agency is expected to deploy these additional manpower requirements on additional fee calculated on rates quoted in the financial bid against such credential.

# 4.4 Last date of submission of the Proposal

The Proposals must be received by the Managing Director, BUIDCO not later than 16 hours of the 23.01.2019 at the following address:

The Managing Director,

Bihar Urban Infrastructure Development Corp. Ltd.,

2<sup>nd</sup> Floor, Khadya Bhawan, Daroga Rai Path Road No-2, R Block

Patna-800001, BIHAR

# 4.5 Date of proposal opening

The technical proposal will be opened for evaluation on **23.01.2019** at **16:30** hours in the BUIDCO office, Patna. The authorized representatives of the firms (Applicants) may choose to attend the technical proposal opening. The authorized representatives must carry authorization letter, if they wish to attend the bid opening. The evaluation of the technical proposal will be held subsequently in the house.

The Applicants who qualify as per technical evaluation would be intimated in due course. The financial proposal of the Applicants who failed to qualify as per technical evaluation would be returned without opening it. The financial proposals of the Applicants who qualify as per technical evaluation will be opened in the BUIDCO office, Patna. The authorized representatives of the firms (Applicants) may choose to attend the financial proposal opening with authorization letter from their firms.

#### 4.6 Award of contract

The firm will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract of BUIDCO, within 10 days of issuance of the letter of intent. The firm is expected to commence the Assignment/job on the date and at the location specified in the contract.

#### 5. SUBMISSION FORMS - TECHNICAL & FINANCIAL

# Form Tech - I: Technical Proposal Covering Letter

# FORM TECH I

(To be placed in the sealed cover containing technical proposal)

[Location, Date]

To,

The Managing Director,
Bihar Urban Infrastructure Development Corp. Ltd.,
2<sup>nd</sup> Floor, Khadya Bhawan, Daroga Rai Path Road No-2, R BlockPatna-800001, BIHAR

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal.

We are submitting our Proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the RFP, we undertake to negotiate our rates. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the RFP (*Please indicate date*).

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

Yours sincerely,

Authorized Signature [*In full and initials*]: Name and Title of Signatory: Name of Firm: Address:

# FORM TECH - 2A: Consultant's Organization

| Name of the Consultant                             |  |
|--|--|
| Address of Registered Office of Consultant:        |  |
| Year of Establishment:                             |  |
| Contact Person with Contact Details:               |  |
| Annual Turnover* in last Three years (Rs in Lakhs) |  |
| FY 2015-16   |  |
| FY 2016-17   |  |
| FY 2017-18   |  |
| Average Annual Turnover for above Financial        |  |
| Years:   |  |
| *Audited Statements to be enclosed                 |  |
| Net worth of Agency (Positive/ Negative):          |  |
| Current Contract Commitments: (Rs in Lakhs)        |  |
| Working Capital: (Rs in Lakhs)                     |  |
| Experience in Similar Assignment: -                |  |
| Number of years: -                                 |  |
| Total assignments: -                               |  |
| Assignments completed in last 3 years: -           |  |
| Similar Assignments in last 3 years:               |  |
| Any Award or Felicitation received by your         |  |
| Agency:  |  |
|  |  |

# FORM TECH 2B: Consultant's Experience

| Assignment name :   | Approx  | x. value of the contra | act (in current | INR ):        |
|---|---------|------------------------|-----------------|---------------|
| Country: Location:  |         | on of assignment(mo    | ` `             | ,             |
| Name of Client:   | Total N | Number of Person mo    | onth of the ass | signment:     |
|   | S.N.    | Designation            | Man             | Total Man     |
|   |         |                        | Month           | Month         |
|   | Total   |                        |                 |               |
|   |         |                        |                 |               |
| Address:  | Approx  | k. value of the servi  | ces provided    | by your firm  |
|   | under t | he contract (in curre  | nt INR):        |               |
| Start date (month/year):  | Numbe   | er of professionals I  | Person month    | provided by   |
| Completion date (month/year):   | associa | ted consultants.       |                 |               |
| Name of associated consultants, if any: Nil   |         |                        |                 |               |
| Name of senior regular full time employees of the fi<br>significant profiles such as project Director/Coordinator |         |                        | performed (i    | indicate most |
| Narrative description of project:   |         |                        |                 |               |

| Description of actual services provided by your staff within the assignment: |
|--|
|  |

# FORM TECH 3: TEAM COMPOSITION, TASK ASSIGNMENT AND SUMMARY OF CV INFORMATION $% \left( 1\right) =\left( 1\right) \left( 1$

# **Team Leader and Key Professionals**

| Surname,<br>First<br>Name | Area of<br>Expertise | Position<br>Assigned | Task<br>Assigned | Education/degree<br>(Year/Institution) | No. of years of relevant experience. |
|---------------------------|----------------------|----------------------|------------------|--|--------------------------------------|
|                           |                      |                      |                  |  |                                      |
|                           |                      |                      |                  |  |                                      |
|                           |                      |                      |                  |  |                                      |
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|                           |                      |                      |                  |  |                                      |
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|                           |                      |                      |                  |  |                                      |
|                           |                      |                      |                  |  |                                      |
|                           |                      |                      |                  |  |                                      |
|                           |                      |                      |                  |  |                                      |
|                           |                      |                      |                  |  |                                      |

# FORM TECH-4: Curriculum Vitae (CV) for proposed professional Staff

- **1. Proposed Position** [only one candidate shall be nominated for each position]:
- **2.** Name of Agency [Insert name of firm proposing the expert]:
- **3.** Name of expert [Insert full name]:
- 4. Date of Birth: Nationality:
- **5. Education** [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6. Membership of Professional Associations:
- **7. Other Training** [Indicate significant training since degrees under 5 -Education were obtained]:
- **8. Publication** (List of details of major technical reports/ paper published in recognized national and international journal):
- 9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- **10. Employment Record** [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:

# 11. Work Undertaken the Best Illustrate Capability to Handle the Tasks Assigned

#### 12. Certification:-

- I, the undersigned, certify to the best of my knowledge and belief that:
- a. This CV correctly describes my qualifications and my experience.
- b. I am not employed by the Executing /Implementing Agency.
- **C.** I am in regular full-time employment with the Consultant/Sub-Consultant.
- d. In the absence of medical incapacity, I will undertake the assignment for the duration and in terms of the inputs specified for me in the personal Schedule in form TECH-6 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof.
- **e.** I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment of the project.
- f. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself my qualification and my experience. I am committed to undertake the assignment within the validity of Proposal.
- g. I did not write the terms of reference for this consulting services assignment. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Day/Month/Year]

[Signature of expert or authorized representative of the firm] Full name of authorized representative:

This CV can be signed by a senior representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the expert and /or specialist must be submitted to the Client prior to the commencement of contract negotiations.

# Fin 1 - Financial Proposal

A Separate financial sheet in excel file has been uploaded on e-procurement portal (<a href="www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>).

Applicant shall have to quote price on e-proc.

FORM FIN 2: Summary by offered cost for all sectors

FORMF IN - 2A: SUMMARY BY COSTS

Project Title: Selection of HR Agency for Supply of Manpower at BUIDCO

| S No. | Description of services   | <b>Consultancy Fee in (INR)</b> |            |  |
|-------|---|---------------------------------|------------|--|
|       |   | (figures)                       | (in words) |  |
| [A]   | Total fee for providing services as per Terms of Reference (TOR) complete to the satisfaction of client. (Variable part) Total [As per Form 2B] |                                 |            |  |
|       | Sub-total [A]   |                                 |            |  |
| [B]   | Add GST as per prevailing rates   |                                 |            |  |
| [c]   | Total consultancy fee [A]+[B]   |                                 |            |  |

# FIN2B: PERSONNEL INPUTS AND PROFESSIONAL FEE RATES

| Sl.No | Position                         | Name of<br>Personnel | Input Month in 36 Months | Rate (INR)<br>per Month | Total Cost for 36<br>Month (INR) |
|-------|----------------------------------|----------------------|--------------------------|-------------------------|----------------------------------|
| 1     | Team Leader HR                   |                      |                          |                         |                                  |
| 2     | Deputy Team Leader – HR          |                      |                          |                         |                                  |
| 3     | Law Officer                      |                      |                          |                         |                                  |
| 4     | Manager - Hiring                 |                      |                          |                         |                                  |
| 5     | Manager - HR Compliance          |                      |                          |                         |                                  |
| 6     | Manager – Compliance             |                      |                          |                         |                                  |
| 7     | Programmer                       |                      |                          |                         |                                  |
| 8     | Assistant Manager –<br>Personnel |                      |                          |                         |                                  |
| 9     | Assistant Manager –Hiring        |                      |                          |                         |                                  |
| 10    | Assistant Programmer             |                      |                          |                         |                                  |
| 11    | Assistant                        |                      |                          |                         |                                  |
| 12    | Assistant                        |                      |                          |                         |                                  |
| 13    | Assistant                        |                      |                          |                         |                                  |
| 14    | Assistant                        |                      |                          |                         |                                  |
| 15    | Assistant                        |                      |                          |                         |                                  |
| 16    | Computer Operator                |                      |                          |                         |                                  |
| 17    | Computer Operator                |                      |                          |                         |                                  |

#### FORM OF PERFORMANCE SECURITY

| Ref:                                 | Bank Guarantee:  |  |                                     |                         |
|--------------------------------------|--|--|-------------------------------------|-------------------------|
| Date:                                |  |  |                                     |                         |
| То,                                  |  |  |                                     |                         |
| The Managing D                       | irector  |  |                                     |                         |
| Bihar Urban Infras                   | structure Development Corp   | poration   |                                     |                         |
| 2 <sup>nd</sup> Floor, Khady         | a Bhawan, Daroga Rai Pat   | th, Road No-2, R Block, I                        | Patna -800 001                      |                         |
| Dear Sir/Madam                       | ,  |  |                                     |                         |
| referred as the "Finclude it success | of "Managing Director, Biha<br>Employer", which expressionssors, administrators and                  | on shall, unless repugnar assigns) having awarde | nt to the context or meaned to M/s. | aning thereof           |
| meaning thereof,<br>Employer's Contr | red to as the "Consultant" include its successors, ad ract Agreement No repted by the Consultant, re | Iministrators, executors a                       | and assigns), a contract            | by issue of having been |
| the project)                         |  | (hereinafter called                              | the "Contract") and the             | ne Consultant           |
| 0 0                                  | furnish a Bank Guarantee<br>Employer in the said contri  |  |                                     | •                       |
| -                                    | (in words and figure   | •  | services performed amou             | unting to Ks.           |
| We                                   | (Name of the Bank) havi  | ng its Head Office at                            | (hereinaft                          | ter referred to         |
| as the Bank), wh                     | nich expression shall, unle  | ess repugnant to the con                         | text or meaning thereof             | f, include its          |
|                                      | istrators, executors and ass emand any or, all amount p  | • •  | * *                                 |                         |
| aforesaid at any ti                  | ime upto @   | without any de                                   | mur, reservation, contest           | t, recourse or          |
| protest and/or with                  | hout any reference to the co   | nsultant. Any such deman                         | nd made by the Employer             | r on the Bank           |
| shall be conclusive                  | e and binding notwithstandi  | ing any difference betwee                        | n the Employer and the              | Consultant or           |
| any dispute pend                     | ing before any Court, Tri  | bunal, Arbitrator or any                         | other authority. We as              | gree that the           |
|                                      | contained shall be irrevoc   | cable and shall continue                         | to be enforceable till the          | he Employer             |
| discharges this gua                  | arantee.   |  |                                     |                         |

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or

any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

| The Bank also agrees that the    | Employer at its opti  | ion shall be en   | titled to enforce | e this Guara  | ntee against the |
|----------------------------------|-----------------------|-------------------|-------------------|---------------|------------------|
| Bank as a principal debtor       | , in the first insta  | ance without      | proceeding ag     | gainst the    | Consultant and   |
| notwithstanding any security of  | r other guarantee tha | t the Employer    | may have in re    | lation to the | Formulation of   |
| Rules, Regulations and Manual    | ls BUIDCO.            |                   |                   |               |                  |
| Notwithstanding anything cont    | ained herein above o  | our liability und | der this guarante | ee is limited | to and           |
| it shall remain in force upto an | d including           | @                 | and sha           | all be extend | led from time to |
| time for such period (not exce   | _                     |                   |                   |               |                  |
| behalf this guarantee has been   | given.                | ·                 | •                 |               |                  |
| Dated this                       | day of                | _ 2019 at         |                   |               |                  |
| WITNESS                          |                       |                   | _                 |               |                  |
| (signature)                      | (signature)           |                   |                   |               |                  |
| (Name)                           | (Name)                |                   |                   |               |                  |
| (Official Address) Designation   | (with Bank stamp)     | Attorney as per   | Power of Attor    | ney No        |                  |
| Dated                            |                       |                   |                   |               |                  |

# Strike out whichever is not applicable:

- @ The date will be ...... months after the date of commencement of services. However its validity should be extendable if requested by BUIDCo.
- Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".
- Note 2: The Bank Guarantee will be accepted which is issued by any Scheduled Commercial Bank in India having its office at Patna

#### **TERMS OF REFERNCE**

#### 1.0 Introduction:

- 1.1 Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCO) represents a Government company constituted by the Government of Bihar under the Companies Act, 1956 on 16<sup>th</sup> June 2009 and is mandated with the development of various urban infrastructure development schemes in the state. The objective of the company is to provide efficient infrastructure system in the state. It is headquartered at Patna and has project offices at different locations.
- 1.2 BUIDCO is mandated to work on assignments pertaining to all departments of Government of Bihar or any other department, agency, organization or body through Urban Development Department or directly. These activities include but not limited to:
  - All types of buildings, Roads, Parks, Water supply project, Sewerage project, Infrastructure for transport and other infrastructure.
- 1.3 BUIDCO hereby invites Request for Proposal from reputed Human Resource Management Agency for recruitment and providing other administrative services in BUIDCO

# 2.0 Scope of Work of Human Resource Management Agency (HRMA)

- 2.1 Recruitment and deployment of various positions as and when required by BUIDCo
- 2.2 Web portal: Create Web portal and receive online applications. Maintenance of website would be the responsibility of the HR agency. The web portal would also have link with payment gateways where candidates can submit their examination fees along-with submission of their application using credit cards/ debit cards/ internet banking, etc.
- 2.3 Statutory compliances of the employees shall be done by the agency, like EPF, ESI, salary slips, leaves records, etc.
- 2.4 To amend/prepare BUIDCo's Service Regulation, Bye-Laws and policies, etc.

#### All the acts must be done in consultation with and after approval of BUIDCo.

The detailed scope can be categorized into following parts:

# Part A – Recruitment and Deployment

- 2.1.1 To discuss with BUIDCo representative to find out the recruitment to be done by BUIDCo for various jobs and evaluation method for selection.
- 2.1.2 Design advertisement and invite applications for various positions in leading print media. The cost of notification of advertisement will be borne by BUIDCo.
- 2.1.3 Create Web portal and receive online applications. The amount of examination fees for various categories would be decided by BUIDCo and credited in BUIDCo's account.
- 2.1.4 Finalize the selection process and shortlisting criteria as per direction of BUIDCo (online test if required)
- 2.1.5 Provide complete list of applicants clearly indicating their eligibility or otherwise to BUIDCo in both soft and hard copy.
- 2.1.6 Screen and shortlist applications
- 2.1.7 Preparation of letter for test/interview as per agreed selection process.
- 2.1.8 Finalize the list of candidates with approval of BUIDCo and prepare Offer /appointment letters to the selected candidates.
- 2.1.9 The list of waitlisted candidates shall also be prepared by the HRMA

- 2.1.10 Verify academic qualification, previous work experience, credentials, testimonials and other particulars mentioned by the candidates.
- 2.1.11 The HR Service Provider should also assist in ensuring that the candidates identified do not have any police record/criminal record, etc. against them.

# Part B – Human Resource Management

- 2.1.12 Preparation of attendance sheet of all the employees of BUIDCo per month on the basis of biometric, attendance register or any other system developed in BUIDCo and then take approval from BUIDCo management. In initial period it will be calculated on manual/ prevalent system thereafter it will be processed through software.
- 2.1.13 Ensure statutory compliance like EPF, ESI, Gratuity, etc. as required by the prevailing norms including filling of challan and return and update the same in software.
- 2.1.14 To Design necessary reporting pattern, MIS system for better functioning of entire human resource in line with instruction of BUIDCO officials.
- 2.1.15 Handle and prepare answers to any recruitment related questions asked under Right to Information as per the rules and regulations of Government of Bihar and/or decision of Hon'ble High Court, etc.
- 2.1.16 To assist legal and company law section

# Part C- Implementation of e-HRMS (Web portal)

- 2.1.17 Create Web portal and maintain website for recruitment, statutory compliances, updation of employees records, etc.
- 2.1.18 Implementation of e-HRMS complying day to day activities and norms running in Government organization and BUIDCo.
- 2.1.19 It must be noted that in addition to software, manual claim processing will be continued till further orders of Competent authority or during the entire duration of the assignment.

# Part D - BUIDCo's Service Regulation, Bye-Laws and policies

2.1.20 Prepare/amend BUIDCo Service regulation, BUIDCo Bye-laws and other Policies as required.

#### 3.0 Duration of the assignment

- 3.1.1 The agency will be required to provide the desired services for a period of 36 months after signing the agreement.
- 3.1.2 While deployment of software will be done in first three months of the assignment and thereafter maintenance activities will be made by support team located at agency's office.
- 3.1.3 Notwithstanding anything contained herein above, BUIDCo reserves the right to extend the tender for 3 years after completion of agreement period on the basis of performance and discontinue the services in the event their services are evaluated as unsatisfactory at any time during this period.
- 4.0 **PENALTY:** In case of delay in submission of the above mentioned deliverables, penalty @ 0.5% of the Bill amount will be levied for every week of delay subject to maximum of 10% of total bill amount.

# 5.0 AGREEMENT

- 5.1 The successful bidder(s) will have to execute at their cost, with in a prescribed time limit, an agreement in three sets which will be based largely on the points contained in this Docket.
- 5.2 Failure to execute the Agreement within the time limit could render the bidder liable for disqualification and forfeiture of EMD.
- 5.3 In case of any dispute arising out of this agreement between the parties, the same shall be referred to Managing Director for disposal. Decision of MD, BUIDCo in this respect shall be final and binding upon both the parties to the agreement. However, in case of dissatisfaction, either party shall move before Bihar Public Works Contract Dispute Arbitration Tribunal situated in Patna for adjudication. The provisions of BPWCDAT Act 2008 will be applicable.
- 5.4 The Courts at Patna shall have exclusive jurisdiction with respect to this agreement.

# **Appendix-1: Desired attributes of HRMS**

- 1. BUIDCo wish to introduce the best practices and technique in HRMS to manage its human resource. System should be web enabled centralized solution with security features. It should achieve the objective of operational efficiency, streamlined process and work flow automation in respect of HR function.
- 2. Assist BUIDCo in providing self service facilities to the employees like browsing salary records, printing of pay slips with strong management information/ decision support system.
- 3. While data ownership will remain at head office, regional offices should be able to access it, upload and save documents, apply different request from their offices.
- 4. There should be following module in the HRMS
  - 4.1. Leave Module: employee leave module for casual leave , privilege leave, sick leave, paternity leave, maternity leave and mandatory leave
  - 4.2. On duty/ out duty module
  - 4.3. Attendance/ attendance regularization, resignation approval
  - 4.4. Leave travel concession request, travel allowance, diem allowance, online request and approval of claim
  - 4.5. Employee Information Management
    - 4.5.1.Online account of each employee
    - 4.5.2. Histories, service details of employee, training, transfer, increment, promotion
    - 4.5.3. Auto increment provision based on formula and report on increment due
    - 4.5.4. View and maintenance of personal and official details like PF, gratuity, family, dependents, nominee, qualification, skill, hobbies, passport, visa, social responsibilities, service securities, salary, pay slip, annual salary, submission of investment declaration and income tax details
    - 4.5.5.Payroll management including advance management, perk management, salary management module for regular/irregular earning & deduction, income tax management, activity management (Increment, promotion, transfer, disciplinary, ACR etc.), arrear calculation, budgeting, location wise salary, data freeze etc.
  - 4.6. Mobile app with location integration for attendance punching
  - 4.7. Perpetual license for 1000 users with all intellectual property right and security clearance
- 5. Enable data migration from manual files to system with proper validation, control and consistency check
- 6. Provide end User IT support, impart the required training to the BUIDCo.'s staff for operating the HR application implemented by the agency.
- 7. Hardware and server system will be provided by BUIDCo, however agency needs to intimate the details while submission of low level design.
- 8. While quoting rate for supply, deployment and implementation of HRMS, agency need to incorporate all expense and efforts such as study, customization, deployment, travel and other contingency.
- 9. **Change management:** any extra requirement in addition to point 1 to 9 above, will be considered as change management, such change management should be first approved by the BUIDCo along with professional fees and timelines.