



Bihar Urban Infrastructure Development Corporation Ltd.

BUIDCo office, 2nd floor, Khadya Bhawan, Road No-2,
Daroga Rai Path, Patna-800 001

REQUEST FOR PROPOSAL (RFP)
FOR
PROVIDING HUMAN RESOURCE/MAN
POWER ON OUTSOURCING BASIS OF
ADMINISTRATIVE OFFICE AT
BUDDHA SMRITI PARK, PATNA.

Summary of Important Information

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| 1. | Assignment | Staffing Services for administrative office at Buddha Smriti Park, Patna |
| 2. | Name of the Office | Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), # 2 nd Floor, Khadya Bhawan, Road No-02, Daroga Prasad Rai Path, R. Block, Patna-800 001 Ph. No.:-0612-2506208, Website : http://buidco.in |
| 3. | Address for submitting bids & other correspondence | <p>For submitting Bids: - Managing Director, Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), # 2nd Floor, Khadya Bhawan, Road No-02, Daroga Prasad Rai Path, R. Block, Patna-800 001</p> <p>For Correspondence: - Project Director (BSP) Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo), # 2nd Floor, Khadya Bhawan, Road No-02, Daroga Prasad Rai Path, R. Block, Patna-800 001 Phone : - +91 8544402067 Email : - mdbuidco@gmail.com</p> |
| 4 | Performance Security (Before signing of agreement) | 10% of the total Contract Value to be submitted before signing of agreement |

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1. Instructions to Bidders

1.1. Introduction

Buddha Smriti Park has been developed by Government of Bihar to commemorate the 2550th Birthday of Lord Buddha. It is continuous endeavor of the government to improvise the set up of the park. With this view, this RFP is invited for outsourcing the staffing as per the details provided in this document, for setting up of an administrative office at the Park.

1.2. General Guidelines for Request for Proposal (RFP)

1.2.1. Purpose of RFP

The purpose of RFP is to outsource the staffing and office equipment by selecting an Agency which will provide staffing services for Placement of Staff for Buddha Smriti Park under BUIDCo.

1.2.2. Costs to be borne by Respondents

All costs and expenses incurred by bidders in any way associated with the development, preparation, and submission of bids, including but not limited to; the attendance at interview, meetings, discussions, demonstrations, etc. and providing any additional information required by BUIDCo, will be borne entirely and exclusively by the Bidder.

1.2.3. No Legal Relationship

No binding legal relationship will exist between any of the Bidders and BUIDCo until execution of a contractual agreement.

1.2.4. Evaluation of Offers

Each Recipient acknowledges and accepts that **BUIDCO** may in its absolute discretion apply selection criteria specified in the document

for evaluation of proposals for short listing / selecting the eligible Agency.

1.2.5. Price of Bid Document

- I. The price of Bid Document (RFP Document) is Rs. 15,000/- (Rupees Fifteen Thousand only). The shortlisted bidders are required to submit the Bid Document price in the form of demand draft in favour of “Managing Director, Bihar Urban Infrastructure Development Corporation Ltd.” payable at Patna while submitting their proposal.
- II. Tender processing fee Rs. 5900.00 through online mode i.e, internet payment gateway (credit/debit card), Net Banking NEFT/RTGS.

1.2.6. Bid Security/Earnest Money Deposit

The bidders are required to submit a Bid Security (refundable) of amount Rs. 3,00,000/- (Rupees Three Lakh Only) in the form of a Demand Draft from any scheduled nationalized commercial bank in favour of “Managing Director, Bihar Urban Infrastructure Development Corporation Ltd.” payable at Patna while submitting their proposal. The Bid Security is required to be valid for a period of six months from the last date of submission of Bids. The Bid Security of the Unsuccessful Bidders shall be returned after signing of Agreement with the Successful Bidder. The Bid Security of the successful bidders shall either be adjusted to Performance Security or returned after submission of Performance security by the successful bidder.

1.2.7. Performance Security

The successful bidder shall be required to furnish a Performance Security equivalent to 10% of the contracted value before signing of the agreement either in the form of a Bank Guarantee or a Demand Draft in favour of “Managing Director, Bihar Urban Infrastructure Development

Corporation Ltd.” payable at Patna. The Performance Security shall remain valid for entire contract period.

1.2.8. Submission of Bids

- Bid submission is required to be done in line with checklist appended.
- Bidding Document should be accompanied with the price of Bidding Document along with the Bid Security
- Each bidder shall submit one bid only. The rates should be in Indian Rupees.
- The Bid should be in two envelopes namely Technical Bid and Financial Bid and should be put together in one large envelope super scribed as “Proposal for setting up an administrative office at Buddha Smriti Park, Patna” and submitted through courier/by hand at BUIDCO to the address mentioned above on or before the last day & time of the receipt of bids. If the submission does not include all the information required or is incomplete, the Bid is liable to be rejected.
- Any bid received after the deadline for submission of the bids will be treated as “Late Bid” and such late bids shall not be considered for the purpose of evaluation.
- The proposal must remain valid and open for evaluation according to their terms for a period of at least six (6) months from the last submission date of RFP.

The Bids complete as per the above directions should be submitted to the following address:

Managing Director,
Bihar Urban Infrastructure Development Corporation Ltd.
(BUIDCo), # 2nd Floor, Khadya Bhawan, Road No-02, Daroga Prasad Rai Path, R. Block, Patna-800 001

1.2.9. Last date of submission and opening of bids

The Last date and time for receipt (upload) of bids is ----- up to 04:00 PM Through website www.eproc.bihar.gov.in. Last Date and time for Submission of hard copy of bid is ----- up to 03:00 PM and

the technical bids shall be opened on ----- at 3:30 PM. The technical Bids will be evaluated and the opening date of financial bids shall be informed to the shortlisted Bidders after technical evaluation.

For participating in e-tendering process, the contractor shall have to get them selves registered to get user ID, Password and digital signature. This will enable them to access the website www.erpoc.bihar.gov.in and download/participate e-tender.

1.3. Correspondences and Enquiries

Recipients are required to direct all communications related to this RFP, through the Nominated Contact persons:

Contact : Mr. Uday Kumar Das
Position : Project Director (BSP)
Email : buidco25510@gmail.com

Telephone : +91 – 85444402067
Fax : +91 - 0612-2506208

1.4. Additional Information/ Clarification

BUIDCO may, in its absolute discretion, seek additional information or material from any Bidder/s at any stage of the RFP or beyond the last date of submission and all such information and material provided must be taken to form part of that Bidder's response. Bidders should provide details of their Fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

1.5. Negotiations, if any

BUIDCO may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

1.6. Period of Contract

The contract between BUIDCo and the selected agency shall be for an initial period of three (3) year and may be further extended on similar terms based

on the performance of the selected agency and mutual consent of both the parties.

1.7. Disclosure

The Bidder must disclose:

- I. If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder including but not limited to the appointment of any officer or business matters or of any other similar proceedings.
- II. If they have been convicted of, or are the subject of any proceedings, relating to:
 - A criminal offence or other offence, a serious offence declared by any regulator or professional body to have committed professional misconduct.
 - Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
 - Blacklisting by any government/corporate body

2. Terms of Reference

2.1. Objective

Buddha Smriti Park requires efficient management and upkeep to maintain its stature and importance. In order to achieve the efficiency, an office with trained staff is required to be set up at the Park. The details of category of staff, key responsibilities, job description and the number of staff required in each category is given below:

2.2. Required Staff Details

Following staff will be required for the Management of the Park:

1. Park Manager – 1 No.

2. IT Manager – 1 No.
3. Accountant – 1 No.
4. Tourist Guide – 2 No.
5. Librarian – 1 No.
6. Horticulture Supervisor – 1 No.
7. Civil Supervisor – 1 No.
8. Electrical Supervisor – 1 No.
9. Receptionist – 2 No.
10. Gallery Assistant – 1 No.
11. Projector Operator – 1 No.
12. Electrician – 2 No.
13. Gallery Attendants – 5 Nos.
14. Office Attendants/Ticketing Personnel/Office Helper – 10 Nos.

The details of the Staff with their key responsibilities, essential educational qualifications and job description have been detailed ahead.

Details of Staff

1. Park Manager

Number of staff

1 number

Key Responsibilities

Effective management and maintenance of the entire park with assistance from the team stationed at the park and the vendors enrolled for various operational works

Essential Educational Qualification

The candidate should be Bachelor in Civil/Mechanical/Electrical Engineering or MBA/PGDBM and should possess at least 5 years of experience in similar work like Park Management. Proficiency in Computer Software and basic MS office applications is must.

Job Description

- i. Day to Day management of Park
- ii. Preparation of proposals as and when required and submits the same to the competent authority
- iii. Follow up proposals submitted to competent authority for its approval and appropriate implementation
- iv. Effective personal presentation and maintenance
- v. Keep updated knowledge of existing and upcoming developments
- vi. Follow up and ensure upkeep and general maintenance of the Park
- vii. Data and Report Verification and certification of various activities involved in the Park.

IT Manager

Number of staff

1 number

Key Responsibilities

Effective management and maintenance of the entire IT Systems in the park with assistance from the team stationed at the park and the vendors enrolled for various IT/Other works at the Park

Essential Educational Qualification

The candidate should be Bachelor in Engineering in Computer Science/Application/Information Technology and should possess at least 5 years of experience in IT field. Or

The candidate should be Master in Computer Science/Application/Information Technology and should possess at least 5 years of experience in IT field.

Job Description

- i. Day to Day management of IT Systems Park including CCTV and electronic equipment's etc.

- ii. Preparation of proposals related to IT Systems and submit the same to the competent authority
- iii. Follow up proposals related to IT systems, submitted to competent authority for its approval and appropriate implementation
- iv. Effective personal presentation and maintenance
- v. Keep updated knowledge of existing and upcoming developments
- vi. Follow up and ensure upkeep and general IT related maintenance of the Park
- vii. Data and Report Verification and certification of various IT activities involved in the Park.

2. Accountant

Number of staff

1 number

Key Responsibilities

Book Keeping and Accounts data entry and management and report to the Park Manager the same

Essential Educational Qualification

The candidate should be a Bachelor in commerce with at least three years of experience in similar field. Proficiency in Computer Software and basic MS office and Tally applications is must.

Job Description

- i. Day to Day entry and bookkeeping of operational revenues and expenditures
- ii. Record keeping and upkeep of data files
- iii. Prepare reports related to accounts and represent the same to the manager as and when required

- iv. Report to the manager on daily basis for project cash flows

3. Tourist Guides

Number of staff

2 numbers

Key Responsibilities

Day to day delivery of knowledge and guidance to the visitors and regulate the visitors flow in the park in accordance with the designed theme of the park

Essential Educational Qualification

The candidate should be Bachelor in History with at least 3 years of experience at a tourist site related to Buddhism.

Job Description

- i. Attend and guide the visitors in the park
- ii. Elaborate the importance and theme of developments in the park to the interested knowledge seekers
- iii. Suggest improvement patterns for the Park to attract more visitors
- iv. Effective personal presentation and maintenance
- v. Keep updated knowledge in relation to the Life of Buddha and the essence of the Park
- vi. Refer to Librarian for any knowledge related to Buddhism/Buddha
- vii. Report to Librarian/Park Manager for daily performance
- viii. Should have guide level knowledge of one of the foreign languages preferable Japanese

4. Librarian

Number of staff

1 number

Key Responsibilities

Effective management, maintenance and development of the Library in the meditation hall along with guidance to the Guides for any necessary references and citation.

Essential Educational Qualification

The candidate should be Bachelor in Library Science with at least 3 years of experience. Proficiency in Computer Software and basic office applications is must

Job Description

- i. Attend and process the functionalities in the library of the park
- ii. Preparation of proposals as and when required for efficient library management and its improvement and submit the same to the competent authority
- iii. Follow up proposals submitted to competent authority for its approval and appropriate implementation
- iv. Effective personal presentation and maintenance
- v. Keep updated knowledge in relation to the Life of Buddha and the essence of the Park
- vi. Day to Day management of Library and ensure effective subscription (temporary and Permanent) of books to the interested readers
- vii. Data and Report Preparation, Verification and submission to the Park Manager.

5. Horticulture Supervisor

Number of staff

1 number

Key Responsibilities

Assessment and recording the upkeep and maintenance of Park and analyze & report to the Park Manager regarding maintenances/ improvements required for horticulture in the park. Also, Day to day management of vendors and assessment of compliance as per the required standards/terms of agreement for engagement of vendors

Essential Educational Qualification

The candidate should be Graduate with additional qualification in horticulture with at least three years of experience in similar field preferably in the maintenance & upkeep of a national level Park. Proficiency in Computer Software and basic office applications is must

Job Description

- i. Day to Day survey, assessment of park components and landscaping in the Park.
- ii. Day to Day entry and book keeping of vendor delivery and their staff management
- iii. Management and supervision of vendor's staff performance
- iv. Record keeping and upkeep of data files
- v. Report to the facility manager on daily basis for park maintained

6. Civil Supervisor

Number of staff

1 number

Key Responsibilities

Assessment and recording the upkeep and maintenance of Park and analyze & report to the Park Manager regarding any repairs /

improvements required in the park. Also, Day to day management of vendors and assessment of compliance as per the required standards/terms of agreement for engagement of vendors

Essential Educational Qualification

The candidate should be Diploma in Civil Engineering with at least three years of experience in similar field preferably in the maintenance & upkeep of a national level Park. Proficiency in Computer Software and basic office applications is must

Job Description

- I. Day to Day survey, assessment of park components and landscaping in the Park.
- II. Day to Day entry and bookkeeping of vendor delivery and their staff management
- III. Management and supervision of vendor's staff performance
- IV. Record keeping and upkeep of data files
- V. Prepare reports related to assessments, repairs/ improvements require if any and represent the same to the manager as and when required
- VI. Report to the manager on daily basis for project upkeep.

7. Electrical Supervisor

Number of staff

1 number

Key Responsibilities

Assessment and recording the upkeep and maintenance of Park and analyze & report to the Park Manager regarding any repairs / improvements required in the park. Also, Day to day management of vendors and assessment of compliance as per the required standards/terms of agreement for engagement of vendors

Essential Educational Qualification

The candidate should be Diploma in Electrical Engineering with at least three years of experience in similar field preferably in the maintenance & upkeep of electrical works in a national level Park. Proficiency in Computer Software and basic office applications is must

Job Description

- I. Day to Day survey, assessment of park components and landscaping in the Park.
- II. Day to Day entry and bookkeeping of vendor delivery and their staff management
- III. Management and supervision of vendor's staff performance
- IV. Record keeping and upkeep of data files
- V. Prepare reports related to assessments, repairs/ improvements require if any and represent the same to the manager as and when required
- VI. Report to the manager on daily basis for project upkeep.

8. Receptionist

Number of staff

2 number – Preferably Lady

Key Responsibilities

Attend the visitors to the mediation centers/museum and appropriate guidance for registration, booking etc.

Essential Educational Qualification

The candidate should be a Graduate with any discipline with excellent communication skills and effective personal presentation with minimum experience of 3 years. Proficiency in Computer Software and basic MS office applications is must.

Job Description

- i. Day to Day management of attendance in the Meditation Centers/museum
- ii. Record keeping and upkeep of data files at the reception counter
- iii. Effective presentation and personal maintenance
- iv. Keep updated knowledge of existing and upcoming developments

9. Gallery Assistant

Number of staff

1 numbers

Key Responsibilities

To assist curator to take charge of art objects and antiquities and look after the museum

Essential Educational Qualification

The candidate should be Master in AIH & Archeology/Asian study with at least 3 years of experience at a tourist site related to Buddhism.

Job Description

- i. Attend and guide the visitors in the museum
- ii. Elaborate the importance and theme of developments in the museum to the interested knowledge seekers
- iii. Suggest improvement patterns for the museum to attract more visitors
- iv. Effective personal presentation and maintenance
- v. Keep updated knowledge in relation to the Life of Buddha and the essence of the museum

- vi. Refer to Curator for any knowledge related to Buddhism/Buddha
- vii. Report to Curator for daily performance
- viii. Should have guide level knowledge of one of the foreign languages preferable English

10. Projector Operator

Number of staff

1 numbers

Key Responsibilities

To operate & maintain projector to show film related to Lord Buddha in the museum theater

Essential Educational Qualification

The candidate should be Diploma in computer application/Information Technology having at least 3 years of experience in the projector operation

Job Description

- i. Day to day operation of the projector to show digital film to the audiences
- ii. Maintaining audiovisual effect of the theater at par
- iii. Taking care & maintaining entire theater including projection machine, screens & other accessories
- iv. Maintaining records of the theater operation & submitting the same as required by the Curator
- v. Report to Curator for daily performance

11. Electrician

Number of staff

2 numbers

Key Responsibilities

To assist electrical supervisor in the upkeep the park well maintained

Essential Educational Qualification

The candidate should ITI in Electrician trade and having C certificate with at least 3 years of experience in similar field like electrical maintenance of hotel/park/industry etc.

Job Description

- i. Carry out day to day repair of circuits, fittings & electrical appliances.
- ii. Carry out emergency repairs in electrical system
- iii. Day to day operation of lighting system in the museum
- iv. Effective personal presentation and maintenance
- v. Assisting electrical supervisor as required by him
- vi. Report to Electrical Supervisor for daily performance

12. Gallery Attendants

Number of staff

5 numbers

Key Responsibilities

Day to day support to the above mentioned staff in effective management of the administrative office.

Essential Educational Qualification

The candidate should have completed Intermediate with more than 60% marks and should have good communication skill

13. Office Attendants/Ticketing Personnel/Office Helper

Number of staff

10 numbers

Key Responsibilities

Day to day support to the above mentioned staff in effective management of the administrative office.

Essential Educational Qualification

The candidate should have completed 10th Class and should have good communication skill

2.3. Scope of Work

It is proposed to completely outsource the requirements of Office setup to a Human Resource outsourcing agency for effective performance of the administrative office. The HR Outsourcing agency shall be solely responsible for the Remuneration and other compensation of the staff to deploy at administrative office of Buddha Smriti Park. BUIDCo shall in no case be responsible for any liabilities arising out of staff stationed at the Park. The Agency shall be entitled to receive the monthly fees from BUIDCo as per their financial proposal.

The search and selection process would primarily involve the following:

Phase 1 – Understanding the position requirements

The agency would need to comprehensively understand the Client requirements in terms of the relevant professional experience of the applicants as well as the personal characteristics of the applicants and the compensation package that the client is willing to offer against each position. It is critical that the agency fully understands the Job Descriptions of the various positions and maps the same with the expected professional and personal profiles of the candidates who would apply for the said positions. Before beginning the actual selection process, the agency would need to sign off the job descriptions and corresponding profile expectations of the candidates with BUIDCo. At this stage, the agency would be encouraged to raise queries and clarify any doubts insofar as to equip

themselves with the right responses to queries received by applicants and ensure that high caliber candidates are attracted for the said positions.

Phase II – Research and Potential Candidate Identification and Evaluation

The second phase of this search will involve an extensive research effort to identify qualified candidates through different sources.

- i) It needs to issue advertisement(s) for recruitment in newspapers, internet and other sources. During this phase, the search firm would also need to explore its own databases of appropriately qualified and experienced candidates, target candidates employed in similar organizations in other states, consult relevant sector experts and make preliminary contact with potential candidates.
- ii) Process applications on the basis of objectively verifiable criteria
- iii) Based on the interactions with potential candidates a detailed evaluation of the candidate against the position requirements should be conducted and finally a shortlist of candidates should be provided to BUIDCo. Along with the shortlist of candidates, the search firm would also need to share a detailed report (with relevant annexure) outlining each candidates' professional and personal profile vis-à-vis the requirements of the particular position, their assessment of the candidate's appropriateness to the position and any other issues that may be relevant vis-à-vis the potential appointment of the candidate for a particular position in order for BUIDCo to make an informed decision regarding recruitment.

Phase III – Referencing, Interviews, offer, closure and Backup List

Every candidate in the shortlist of candidates provided by the agency will be interviewed by a panel comprising officials from the BUIDCo, any expert or experts nominated by BUIDCo for this process as well as a senior official from the agency. Before the interviews, the agency would need to do a thorough reference check of all the candidates provided in the shortlist. BUIDCo at its discretion may solicit the reference from any of the past employers of the staff recruited.

After the interviews and depending on the decisions reached by the interview panel, the agency would be required to deploy the personnel at the said office.

It is incumbent on the Human Resource Recruitment agency to find replacement candidates, for no additional cost, for any position where a selected candidate has joined and resigned within the period of the contract. For this it needs to keep a back up list of candidates for every post for a period of contract from the date of recruitment of a candidate.

3. Bid Details

3.1. Technical Bid

The technical bid to be submitted by bidders should comprise of documents/materials addressing Agency's responsiveness and understanding of BUIDCo' requirements, Agency's/Firm Background & Financials, Qualification & Previous Experience of similar nature and Track Record on the basis of competency and expertise requirement specified in the Terms of Reference.

ELIGIBILITY CRITERIA

1. The Human Resource Outsourcing agency should have minimum 5 years of experience in the field of such work
2. The Human Resource Outsourcing agency should have supplied manpower to at least five projects in State/ Central Governments/ PSU or Government Autonomous Organizations.

3. The aggregate annual turnover of the agency shall not be less than Rs.5.0 crore per annum for the last three years.
4. The agency should have adequate infrastructure to carry out the assignment and one of its office should be located in Patna also.
5. The Human Resource Outsourcing agency must detail out how the agencies core management staff would provide back up support to the deployed personnel in smooth running of day to day business. It should also specify the methods that it will adopt in screening/ recruitment/ staffing / payroll support to the project. Agencies will be required to make presentation on approach and methodology for the same.
6. The Human Resource Outsourcing agency shall have supplied at least 100 personnel in State/ Central Government organizations / PSUs or Government Autonomous Organisations/ Large Private sector Enterprises in single contract. Enclose copy of the Work-order/ Contract etc.
7. The Human Resource Outsourcing agency must furnish details of all required Registrations/ Certificates or Licences along with the Tender copy

3.2. Financial Bid

In the Financial Bid the Bidders should submit their offer in terms of Indian National Rupee for the services and supply of equipments/materials to be provided to BUIDCo in the format of Financial Bid provided herein as per prevailing financial norms/rules.

3.3. Bid Evaluation

The bids shall be evaluated on Least Cost Method (LCM). The bids of the bidders will be evaluated on the basis of weightage to their Technical and Financial document.

Calculation of Financial Score

The Financial bids of the technically short-listed Bidders would be opened and the Financial Score (SF) for each such shortlisted bidders will be calculated as given below:

Financial Score for each Bidder:

$$SF = L1 / L * 100$$

Where,

L = Amount quoted by the current proposal

L1 = Lowest Amount quoted by L1 proposal

Calculation of Net Score

The Net Score achieved by the bidders shall be calculated based on the Technical and Financial score obtained by them. The weightage assigned to the Technical Score shall be 0.80 and that to the financial Score shall be 0.20, however it is expressly clarified that the financial bid of bidders achieving a score of less than 60 in the technical evaluation shall not be opened and shall not be considered for calculation of Net Score. The Net Score obtained by a bidder shall be

$$\text{NS} = \text{ST} \times 0.80 + \text{SF} \times 0.20$$

Final Selection:- The proposal having highest Net score will be declared as successful bidder and eligible for award.

4. Miscellaneous

4.1. Dispute Resolution

- a. In case of any dispute, final decision of the Managing Director of BUIDCo will be binding upon all.
- b. Any dispute with respect to this contract shall be subject to Patna jurisdiction.
- c. Provisions of Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008 shall be applicable in case of any disputes between the parties.

4.2. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts of Patna concerned only.

4.3. Terms and Conditions regarding outsourcing

- i) The Agency shall operate and provide services to BUIDCO/Buddha Smriti Park as and when required. The Park being of the stature of international repute, the staff of the Agency shall be required to be present at site at contingent hours and on govt. holidays as and when instructed by BUIDCo or as per the requirement of site conditions.

- ii) The regularity of the performance of the service will be the essence and shall form a major factor. The Agency should endeavor all possible steps to ensure to maintain its performance as determined by BUIDCo from time to time.
- iii) If BUIDCo notices that the personnel of the Agency has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Agency who will take corrective steps immediately to avoid recurrence of such incidents and report to BUIDCo.
- iv) If any of the personnel of the Agency indulges in theft, negligence & any illegal/irregular activities, the Agency shall take appropriate action against its erring personnel and intimate accordingly to BUIDCo or itself can take action in accordance with law.
- v) All payments made by BUIDCo shall be after deduction of tax at source wherever applicable.
- vi) The Agency, being the employer in relation to persons engaged/employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons and comply with associated statutory obligations which in any case shall not be less than the minimum wages as fixed or prescribed by the State Government and/or any authority constituted by or under any law for the category of workers employed by it from time to time. The EPF and ESI for the employees shall be governed by the EPF Act and ESI Act respectively i.e., the calculation of EPF and ESI shall be on the basis of Basic Wages payable to the Agency's Staff which shall in no case be less than the minimum wage as notified by the Government from time to time. The Agency will observe compliance of all the relevant labour laws. The Agency shall be required to install a biometric attendance system for effective monitoring of staff's attendance at the site.

- vii) The Agency will have to produce the register of attendance of the preceding month along with the bill to be submitted on the 10th day of every calendar month.
- viii) The Agency shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which would be subject to verification at any time. BUIDCo may refuse the entry into the Park to any personnel of the Agency not bearing such identity card or not being in proper uniform provided by Agency.
- ix) The Agency for providing services as mentioned herein, shall be the employees of the Agency only and not of BUIDCo. The Agency shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. BUIDCo shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Agency's employees directly and/or indirectly, in any manner whatsoever.
- x) Agency shall obtain all registration(s)/permissions(s)/license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services.
- xi) The Agency shall at its own expenses make good any loss or damage suffered by BUIDCo as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time in the premises of Park or otherwise.
- xii) The Agency shall at all times Indemnify and keep indemnified BUIDCo against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Park which may be made under any Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained while working of the personnel of the

Agency or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the Agency or not, who provided or provides the service at the Park.

- xiii) The Agency shall at all times indemnify and keep indemnified BUIDCo against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Park or before and after that.
- xiv) The Agency declares that it has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations to the satisfaction of the Statutory Bodies.
- xv) The Agency has complied with and obtained necessary permissions/license/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations.
- xvi) The agency awarded the contract will have to execute an agreement on the stamp papers of appropriate value that it will abide by the terms and conditions as mentioned in the service agreement.
- xvii) The agency shall not sub let the contract to any other concern/individual.
- xviii) **It is specifically clarified here that the Agency shall have to deploy the personnel within 15 days of issue of Letter of Award by BUIDCo. & similarly deploy the candidate within 15 days from the date of vacating the position due to resignation or any other reason.**
- xix) The service provider shall be responsible for the attendance of his personnel. In case of any staff of the agency remains absent or granted leave by them, they will arrange his/her substitute otherwise a penalty

will be imposed and the penalty so imposed will be deducted from the bill of the agency.

- xx) In case of supply of manpower below ten percent of the total manpower as mentioned in the agreement then Penalty at the rate of five percent of the monthly running bill shall be imposed.
- xxi) If the work is delayed for reasons attributable to the agency's action, penalty by way of liquidated damage shall be recovered from the agency at the rate of 5% of total Agency fee per month subject to a maximum limit of 10% of total agency fee.
- xxii) If the work is abandoned by the agency, BUIDCo reserve the right to get the balance agency work done by other agency at the risks and cost of the agency. The decision of BUIDCo in this respect is final and binding on the agency.

4.4 Termination of the Agreement

The agreement may be terminated if any party is in breach of any of its obligations under the agreement and the breach has not been remedied within fourteen (14) days (or longer period as the notifying party may allow) of the intimation to the Party in breach requiring the breach to be remedied. In witness whereof, the parties here to have caused this agreement to be executed the day and year first before written in accordance with their respective laws.

4.5 Suspension & Termination of Successful bidder

1. Subject to the provisions mentioned here under this contract shall terminate at the expiry of the agreement term.
2. Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.
3. Either party with the consent of the other party can terminate this Agreement by giving 60 days written notice.
4. Department, after the consent from BUIDCo. reserve the right to terminate the contract in case selected bidder gets blacklisted by any of the selected bidder of

the Government of Bihar, or any other Ministry of Government of India during the course of Project or if bidders convicted in a legal/tax evasion case or on account of any other legal misconduct of the bidder.

5. Department may serve written notice on selected bidder at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the bidder after the consent from BUIDCo.
6. BUIDCo. terminates this Agreement due to the breach of the contract as per the conditions of this agreement; the performance security shall be invoked.
7. Upon expiry, the Agreement may be extended and/or renewed subject to the terms of this Agreement.
8. At any time, terminate the engagement by giving 30 days written notice to the selected bidder without any compensation (if the selected bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter).
9. The engagement of the selected bidder shall be suspended/terminated and the selected bidder may be blacklisted forthwith by the BUIDCo. under following circumstances/reasons:
 10. Violation of any condition of the Tender/contract or party of any condition of the Tender contract of engagement, or
 11. Deviation found in quality and quantity of the service provided, or
 12. If it is found that during the process of award of contract, fraudulence was made by the selected bidder.
 13. As stopping the providing faulty/substandard service and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the State Government, the engagement of the selected bidder will be suspended. However, before taking the final decision on the matter, selected bidder will be given reasonable opportunities.
 14. To explain their stand, after enquiry, if selected bidder is found guilty, the engagement of the concerned bidder for the service in question will be cancelled and other appropriate legal action shall also be initiated. In case of any dispute, the decision of the Managing Director, BUIDCo. shall be final and binding.

5. Special condition of contract:

- i.** The bidder will have to provide all outsourcing staff character certificate issued by Superintendent of Police of the concerned district after selection of bid or at the time of agreement.
- ii.** The bidder will have to provide an affidavit that reservation policy as per the norms/rules of GAD, Govt. of Bihar vide memo no. 13876, dated-03.11.2017 and letter no 14556, dated-17.11.2017.
- iii.** The CV of the personnel to be deployed should be submitted along with their relevant documents (as per eligibility qualification, experience certificate, character certificate and cast certificate etc.) in advanced and after interview, they will be allowed to be posted at Buddha Smriti Park, Patna.

5.1 Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

5.2 Corrupt/Fraudulent Practices

The BUIDCo. requires that the bidders under this tender should observe the highest standards of ethics during the execution of such contract. in pursuance of this policy, the BUIDCo. defines the terms set forth as follow:

1. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;
2. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
3. "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of the BUIDCo., and includes collusive practice among Bidders (prior to or after bid

submission) to deprive the BUIDCo. of the benefits of the free and open competition;

4. The BUIDCo. will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The BUIDCo. will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

5.3 Indemnity

The successful bidder shall indemnify, protect and save BUIDCo. and against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like training material, photograph etc.) and the services rendered under the contract.

5.4 Right to terminate the process

BUIDCo, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the grounds for such action.

BUIDCo. makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by BUIDCo. The bidder's participation in this process may result in BUIDCo. selecting the bidder to engage in further discussions and negotiations.